

Brownfield Redevelopment Authority of City of Madison Heights

Memorandum

Date: July 14, 2022
To: Brownfield Redevelopment Authority Board Members
From: Giles Tucker, Director of Community & Economic Development
Subject: Brownfield Reimbursement Request- 29101 John R Rd

On December 9, 2019 City Council approved the Brownfield Plan for cost up to \$2,388,549.00, which includes a 15% contingency for non-environmental eligible activities. This significant redevelopment project was the first of its kind for the City of Madison Heights and included the construction of a new BJ's Wholesale, gas station, McDonald's outlot, a second outlot and the renovation of the existing strip shopping center area. A significant portion of this project is now complete including the BJ's Wholesale store, gas station, and McDonalds outlot. On April 22, 2022 PM Environmental submitted a Request for Reimbursement on behalf of the developer Madison Center LLC for a total of \$2,232,145.88.

The city partnered with AKT Peerless to assist staff in reviewing this request and to provide recommendation to the BRA board for consideration. AKT Peerless review indicates that all but \$68,100 of the activities within the reimbursement request were conducted prior to the Council approval date of 12/9/2019. A "local-only" plan is able to reimburse approved activities conducted prior to this date, but it is not a best practice. If a brownfield plan intends to reimburse eligible activities conducted prior to Council approval, it should include a "look-back" provision describing the activities to be reimbursed retroactively. Further, Section 4(ii) of the Brownfield Reimbursement Agreement requires that eligible activity has not occurred on or before the effective date (the 12/9/19) unless expressly approved as an element of the Brownfield Plan. Without an explicit provision within the approved Brownfield Plan and without additional substantiating evidence, AKT Peerless recommended reimbursement for a total of \$68,100.

City staff brought this to the attention to the developer and PM Environmental who have maintained that it was common knowledge to them, the BRA and city staff that all of these eligible activities were in progress and would be reimbursed retroactively upon final approval by City Council. With the turnover of city staff, developer's staff and BRA board involved in the submittal and approval of the Brownfield plan, current staff has relied on past meeting packages and minutes to determine what activities were intended to be reimbursed by this plan approved in 2019. The following is a timeline/summary of the documentation reviewed by staff:

Date:	Description:
4/9/2019	BRA Meeting- Minutes and package do not contain any discussion of Brownfield Plan.
6/27/2019	Madison Center LLC submits application to BRA.
8/19/2019	Joint CC & BRA Meeting- First mention of project mentioned in minutes, no meeting package.
10/29/2019	BRA Meeting- BRA approves Brownfield Plan
11/25/2019	City Council Meeting- Public Hearing Set
12/9/2019	City Council Meeting- Brownfield Plan Approved

Joint Meeting 8/19/2019

The first mention of the project at a public meeting that staff is aware of is at a joint meeting held on 8/19/2019. Within the package provided to City Council for the approval of the Brownfield project on 12/9/19, the staff memo mentions that a “Brownfield Education Memo” was presented at this meeting:

The Phases of the project

Landmark plans to develop the former Kmart site and connected plaza in two phases. BJ's Warehouse is considered “phase 1” of their project, but Landmark's intent is to develop “phase 2,” which is the rest of Madison Center as well as a few new out lots. Without assistance from the BRA, they will struggle to complete “phase 1” and will not be able to begin “phase 2” which would complete the site and make for a total and complete makeover for the corner of John R & 12 Mile. This intersection is one of the most visible and busy intersections in the entire City. Completing the entire site will not only make the area look more attractive, but also it will increase surrounding property values, bring in new businesses, and attract the interest of other developers to the area.

To complete the entire site, Landmark needs assistance in the form of a Brownfield Plan that will guarantee reimbursement to them for eligible expenses. How does that work? This is where we now shift our attention to how TIF works.

The above excerpt describes “the Phases” of this project. The Former CED Director describes the demo of Kmart and construction of BJ's as Phase I and everything else as Phase II, which is conditioned on receiving TIF approval. The following is the portion of the meeting minutes that discusses the project:

BRA-19-7.	Brownfield	Tax	Increment	Financing	Overview
Presentation.					
Elizabeth Masserang of PM Environmental and Kevin Baker of Landmark gave an overview of Brownfield Tax Increment Financing (TIF) and Public Act 381. They noted what a Brownfield is, potential Brownfield Sites, and the process. Details were given about the Madison Center project. Originally, the project plan was to clean up the obsolete site and release. However, with the signing of					
1 Joint City Council and BRA 08-08-19					
the BJ's, the developer was able to demolish the Kmart and reduce the footprint of the Kmart portion of the shopping center by a factor of 40%. This demolition triggered underground storage retention upgrades that were not originally factored in. The project is about to move to Phase II but a TIF is needed to make Phase II a reality. Without a TIF, the plan is to pave the parking lot and lease as is; with a TIF, the remaining shopping plaza will be updated and remodeled, attracting nation-wide premium store fronts. The Brownfield plan being request is for 25 years. There will be a 20-year payback period with 5-year capture for the Brownfield Authority, including a 10% administration fee retained by the City.					

These minutes describe that the demolition of the Kmart has been completed and that the project is about to move to Phase II but because of unforeseen underground retention upgrades a TIF program would be necessary in order for the project to include further updates to the plaza, “attracting nationwide premium store fronts”. The memo presented and the minutes of this information meeting suggests that underground detention, retention and work related to these activities was at very least a driving part of pursuing a TIF project in the first place. It can also be interpreted to suggests that because Phase I is nearly complete without TIF support, and Phase II is contingent on approval of additional support from a Brownfield TIF program approval that the TIF would cover activities within Phase II of the project.

The Brownfield Plan & Adoption

The Brownfield Plan as it would be approved by City Council on 12/9/19 was approved first by the BRA on 10-29-19. On page 3 within the “Description of the Eligible Property” section of the Brownfield Plan approved by the BRA the project describes the proposed redevelopment to include demolition of the existing 147,259SF building and construction of a new 99,260SF retail building, the demolishing of the parking lot and the construction of underground storm water management system. It further describes Phase I activities beginning in 2018 with an expected completion date in spring 2019. This language is nearly identical to the “Project Overview” on page 1 as well. The clearest demonstration that the Brownfield plan was intended to include reimbursement for activities retroactively is found on Page 5.

C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))

Tax Increment Financing revenues will be used to reimburse the costs of “eligible activities” (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include: Pre-Approved Activities, Department Specific Activities, Demolition, Infrastructure Improvements, Site Preparation, and preparation of a Brownfield Plan and Act 381 Work Plan. A complete itemization of these activities and associated expenses is included in Table 1.

The following eligible activities and budgeted costs are intended as part of the development of the property and are to be financed solely by the developer. All activities are intended to be “Eligible Activities” under the Brownfield Redevelopment Financing Act. The Authority is not responsible for any cost of eligible activities and will incur no debt.

1. Pre-Approved Activities include a Phase I and Phase II Environmental Site Assessment (ESA) required as part of the pre-purchase due diligence conducted on the property at a total cost of \$7,900.
2. Department Specific Activities include dust control at a total estimated cost of \$15,000.
3. Demolition Activities includes a pre-demolition survey, site demolition; fill/compaction/rough grading to balance site where building was located; removal of abandoned utilities; removal of parking lots; fill/compaction/rough grading to balance site where improvements were located; and professional fees related to geotechnical, engineering and design work at an estimated of \$1,177,890.
4. Infrastructure Improvements include urban storm water management systems cost differential at an estimated cost of \$700,000.
5. Site Preparation includes temporary traffic control; temporary erosion control; temporary site control (fencing, gates, signage, and/or lighting); temporary facility; staking; cut and fill operations; and geotechnical engineering including investigating existing subsurface conditions, soil sampling, assessing risks posed by site conditions, designing earthworks and structure foundations at an estimated cost of \$155,500.
6. Preparation and implementation of the Brownfield Plan and associated activities (e.g. meetings with BRA, review by City Attorney etc.) at a cost of approximately \$25,000.
7. A 15% contingency of \$275,325 is established to address unanticipated environmental and/or other conditions that may be discovered through the implementation of site activities. This excludes the cost of Baseline Environmental Assessment Activities and preparation and implementation of the Brownfield Plan.

All activities are intended to be “Eligible Activities” under the Brownfield Redevelopment Financing Act. The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is \$2,081,290 with a potential \$307,259 contingency, resulting in a total cost of \$2,388,549. Therefore, the total cost for reimbursement to the applicant is a not-to-exceed

PM Environmental, Inc.
Page 5

By the time that this Brownfield Plan was adopted, virtually all of eligible activities submitted for reimbursement were completed. Yet these activities are still described within the plan when it was considered and approved by the BRA and City Council. A strong and reasonable argument can be made that the reason why these activities are described within the section of the “Summary of Eligible Activities and Description of Costs” is that they were always intended to be included. However, even at the City Council meeting where it was adopted, the distinction between the two Phases of the project and what portion of this project was and wasn’t to be retroactive seems to be a persistent source of potential confusion. The 12/9/2019 City Council minutes include the following prior to adoption of the Brownfield Plan by Council:

In response to Councilman Corbett's questions, Ms. Masserang stated the property is considered functionally obsolete due to the cost of redevelopment of the project. She stated that a portion of the water retention was taken care of in Phase I, and this is a partial retroactive request. She stated the water retention is a requirement of the City Engineers and based on existing State and County laws.

In response to Councilwoman Clark, Mr. Baker stated that at this time, he cannot speak of the potential tenant in the Phase II project. He did state that First Watch restaurant has signed to build in the outlot. The required underground retention for the restaurant is part of the Brownfield Plan request.

On one hand in the context of receiving a reimbursement request that contains over 98% of the activity costs occurring prior to approval of Council, it is difficult to understand what is "partially" retroactive about this request. On the other, it must also be acknowledged the developer and their consultant in this excerpt are explicitly stating that their project includes retroactive reimbursement.

Summary of Findings

After review of these minutes and meeting packages, the reimbursement request and review of AKT Peerless, city staff finds the following:

1. Without an explicitly stated "look-back" section of the approved Brownfield Plan, combined with the differentiation made throughout public discussion of the project between "Phase I" being nearing completion without TIF financing in place, and "Phase II" being described as contingent on receiving TIF financing, it is reasonable how a misalignment of expectations between the developer, staff, and public officials could develop, especially over a year of project review, and after close to three years after approval.
2. While not explicitly stated in a "look-back" section the Brownfield Plan does describe eligible activities including items such as demolition, infrastructure improvement, and site preparation activities, that were clearly known to staff to be in progress or completed by the time the Brownfield Plan was approved by the BRA and Council.
3. Future TIF project considered by Madison Heights must be more explicit when considering retroactive reimbursement of eligible activities. Without it, both the developer and the city acting in good faith can eventually come to different conclusions on activities that are intended to be reimbursed.
4. All activities clearly described within Part II Section C "Summary of Eligible Activities and Description of Costs" should be considered eligible activities known to be retroactively reimbursable. Eligible activities not within this section should not be considered for retroactive reimbursement. The Reimbursement Request included two eligible expenses that PM Environmental has acknowledged were not within the approved Brownfield plan.

The first of these eligible activities for reimbursement was for **Asbestos Containing Materials (ACM) Survey for a total of \$2,200**. While not within the approved brownfield plan and conducted prior approval by City Council, an ACM survey is considered a "Pre-Approved Activity" and is eligible for reimbursement when conducted prior to approval of a Brownfield Plan and the total request is below the not-to-exceed amount approved. **Staff recommends these costs to be included for reimbursement.**

The second of these eligible activities for reimbursement was **Asbestos Abatement & Universal Waste Removal for a total of \$145,500**. While this is an eligible activity under Act 381, this activity was not included within the Brownfield Plan approved by the BRA or City Council and work begun in Decem-

ber of 2018, and application for payment was made in January 2019. This provided the developer plenty of opportunity to include within their proposed Brownfield Plan. **For this reason staff recommends that these costs not be included for reimbursement.**

Staff Recommendation:

Staff recommends that Madison Center LLC be reimbursed the requested amount of \$2,232,145.88 less the \$145,500 costs for asbestos abatement for a **total of \$2,086,645.88**. If approved, it is recommended that the overage specific to the non-environmental eligible activity category of \$15,905.88 be applied to the contingency for a total remaining TIF budget of **\$291,353.12**. This remaining balance should be used only for overages on future reimbursement requests of items described on Page 5 of the Approved Brownfield Plan if they are incurred prior to 12/9/19.

Table 1 Eligible Activities for TIF Reimbursement City Staff
29101-29501 John R Road- Madison Center LLC

	Costs Approved in Brownfield Plan	Total Requested for Reimbursement	City Staff Total Recommended for Reimbursement	TIF Budgeting Remaining
ENVIRONMENTAL ELIGIBLE ACTIVITIES				
Environmental Eligible Activities	\$7,900.00	\$12,350.00	\$12,350.00	\$4,450.00
Due Care Activities	\$15,000.00	\$0.00	\$0.00	\$15,000.00
Subtotal: Environmental	\$22,900.00	\$12,350.00	\$12,350.00	\$10,550.00
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES				
Lead & Asbestos Abatement	\$0.00	\$145,500.00	\$0.00	\$0.00
Demolition	\$1,177,890.00	\$282,350.00	\$282,350.00	\$895,540.00
Site Preparation	\$155,500.00	\$814,938.68	\$814,938.68	\$659,438.68
Infrastructure Improvements	\$700,000.00	\$957,007.20	\$957,007.20	\$257,007.20
Preparation of Brownfield & MSF Act 381 Work Plan	\$25,000.00	\$20,000.00	\$20,000.00	\$5,000.00
Subtotal: Non-Environmental	\$2,058,390.00	\$2,219,795.88	\$2,074,295.88	\$15,905.88
Environmental & Non-Environmental	\$2,081,290.00	\$2,232,145.88	\$2,086,645.88	\$5,355.88
Contingency (15%)	\$307,259.00			
State %				
Local %				
MAXIMUM ELIGIBLE ACTIVITIES COST FOR REIMBURSEMENT	\$2,388,549.00	\$2,232,145.88	\$2,086,645.88	\$291,353.12

July 8, 2022

Giles Tucker
Community and Economic Development
City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, Michigan 48071

**Subject: 29101-29501 John R Road, Madison Heights, Michigan- Request for TIF
Reimbursement Review**

Dear Mr. Tucker,

PM Environmental submitted a reimbursement request dated April 22, 2022 on behalf of Madison Center Owner, LLC ("Developer") to the Madison Heights Brownfield Redevelopment Authority ("MHBRA") for the site located at 29101-29501 John R Road ("subject property"). The expenses submitted total \$2,232,145.88. The maximum amount approved in the brownfield plan for this site equals \$2,388,548.50.

AKT Peerless was contracted May 24, 2022 to review the costs contained within the reimbursement request to ensure that (1) they are eligible activity costs included in the subject property's approved Brownfield Plan; (2) they are costs allowed under Michigan's Brownfield statute (Public Act 381 of 1996, as amended); and (3) they are in accordance with the MHBRA's policy and executed Reimbursement Agreement.

As AKT Peerless reviewed the reimbursement request and expenses documentation, it was found that additional information was needed to support the eligible activity expenses claim. AKT Peerless corresponded with the City of Madison Heights to clarify if the City Council or the Brownfield Redevelopment Authority included provisions for lookback of costs previously incurred prior to approval of the Brownfield Plan.

Findings

AKT Peerless has reviewed the request and presents its findings to the MHBRA:

1. The Brownfield Plan was approved by the MHBRA on October 29, 2019, and approved by City Council on December 9, 2019
2. Environmental Eligible Activity associated cost estimates as approved in the Brownfield Plan were \$22,900. The total request for reimbursement is \$12,350 with a remaining budget of \$10,550.
3. Non-Environmental Eligible Activities associated cost estimates approved in the Brownfield Plan in the amount of \$2,081,290. Non-Environmental Eligible Activities include:
 - a. Demolition: \$1,177,890
 - b. Site Preparation: \$155,500
 - c. Infrastructure Improvements: \$700,000
 - d. Preparation and Implementation of Brownfield Plan: \$25,000
4. A 15% contingency is applied to all Non-Environmental Eligible Activities, with the exception of Preparation and Implementation of Brownfield Plan.

July 8, 2022

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5. There was an additional, unforeseen cost of asbestos abatement of \$145,000 requested within the non-environmental eligible activity category. Overages occurred for Site preparation in the amount of \$659,438.68, and Infrastructure Improvements in the amount of \$257,007.20.
6. The total request for eligible activity reimbursement without contingency as approved in the Brownfield Plan is \$2,081,290 and the requested amount is \$2,232,145.88. Therefore, if approved, it is recommended that the overage specific to the non-environmental eligible activity category of \$161,405.88 be applied to contingency for a total remaining TIF budget of \$145,853.12

Summary

Upon completing its review of the April 22, 2022 reimbursement request of \$2,232,145.88, AKT Peerless found that all submitted expenses may qualify as eligible activities. However, upon review of the eligible activity invoices, majority of the request pertains to work that was completed on the subject property prior to City Council approval of the Brownfield Plan. As a best practice, the MHBRA and Madison Heights City Council should request that developers include provisions for eligible activity lookback requests within the Brownfield Plan. Subsequently, that language can carry through the MHBRA motions for recommendation, City Council Resolution of Approval and Reimbursement Agreement.

Approval of costs incurred prior to approval of the Brownfield Plan is up to the discretion of the MHBRA. \$2,164,045.88 of eligible activity work was conducted prior to approval of the Brownfield Plan. If the MHBRA does not recommend approval of activities conducted prior to approval, the recommended amount of tax increment revenue reimbursement is **\$68,100**. If the MHBRA grants approval for eligible activity reimbursement for costs incurred prior to formal approval of the Brownfield Plan, the recommended amount of tax increment revenue, as available is **\$2,232,145.88** to be disbursed to the developer, Madison Center Owner, LLC.

If you have any questions, please call me at (248) 224-0305.

Sincerely,



Samantha Seimer
VP Economic Development Services
AKT Peerless

Attachments -

AKT Peerless Tables:

- Detail of Developer Eligible Activities Approved: Request #1
- Table 1: Eligible Activities for TIF Reimbursement
- Table 2: Draft of Revenue Schedule for tax capture disbursements

AKT Peerless Tables

Table 1. Eligible Activities for TIF Reimbursement
29101-29501 John R Road - Madison Center, Madison Heights

	Costs Approved in Brownfield Plan	Total Requested for Reimbursement	Costs Incurred Prior to Brownfield Plan Approval	TIF Budget Remaining
ENVIRONMENTAL ELIGIBLE ACTIVITIES				
Environmental Assessment Activities	\$ 7,900.00	\$ 12,350.00	Allowed under Act 381	\$ (4,450.00)
Due Care Activities	\$ 15,000.00	\$ -		\$ 15,000.00
Subtotal: Environmental	\$ 22,900.00	\$ 12,350.00		\$ 10,550.00
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES				
Lead & Asbestos Abatement		\$ 145,500.00	\$ 145,500.00	\$ (145,500.00)
Demolition	\$ 1,177,890.00	\$ 282,350.00	\$ 246,600.00	\$ 895,540.00
Site Preparation	\$ 155,500.00	\$ 814,938.68	\$ 814,938.68	\$ (659,438.68)
Infrastructure Improvements	\$ 700,000.00	\$ 957,007.20	\$ 957,007.20	\$ (257,007.20)
Preparation of Brownfield & MSF Act 381 Work Plan	\$ 25,000.00	\$ 20,000.00	Allowed under Act 381	\$ 5,000.00
Subtotal: Non-Environmental	\$ 2,058,390.00	\$ 2,219,795.88	\$ 2,164,045.88	\$ (161,405.88)
Environmental & Non-Environmental	\$ 2,081,290.00	\$ 2,232,145.88		\$ (150,855.88)
Contingency	\$ 307,259.00			If approved, non-environmental overage moved to contingency
State (%)				
Local (%)				
MAXIMUM ELIGIBLE ACTIVITIES COST FOR REIMBURSEMENT	\$ 2,388,549.00	\$ 2,232,145.88		\$ 156,403.12

Detail of Eligible Activities Approved for Reimbursement
29101-29501 John R Road - Madison Center, Madison Heights

Portion to Be Completed by Developer/Developer's Consultant								Portion to be Completed By BRA Consultant	
Activity (as identified in the Project's Approved Act 381 Work Plan)	Invoice Description	Contractor	Invoice No.	Invoice Date	Service Period	Proof of Payment	Amount Requested	Amount Recommended for Approval	Notes:
EGLE ENVIRONMENTAL ELIGIBLE ACTIVITIES									
Environmental Assessment Activities									
Phase II ESA/BEA	Phase II ESA	PM Environmental	86398	6/12/2018		Check No. 1060	\$ 1,060.00	\$ 1,060.00	p. 18-19 of reimbursement request - Niki Madison, LLC related entity of Madison Center Owner, LLC
Phase II ESA/BEA	Phase II ESA	PM Environmental	89501	3/26/2018		Amex Auth Code: 260983 and Check No. 1264	\$ 6,340.00	\$ 6,340.00	p. 20-22 of reimbursement request - Niki Madison, LLC related entity of Madison Center Owner, LLC
Phase II ESA/BEA	BEA Report	PM Environmental	84908	2/7/2018		AR Ledger	\$ 2,750.00	\$ 2,750.00	p. 15-16 of reimbursement request - Niki Madison LLC as related entity to Madison Center Owner, LLC
Haz Survey	Asbestos Inspection in Buildng	NCS Construction Services	4310	2/12/2019		Check No. 1231	\$ 2,200.00	\$ 2,200.00	p. 12 - 13 of reimbursement request, proof of payment, check review
Subtotal Environmental Assessment Activities							\$ 12,350.00	\$ 12,350.00	denied for TIF: \$.00
MSF NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES									
Lead & Asbestos Activities									
Asbestos Abatement	Asbestos and Universal Waste Removal	The Alan Group (primary) Buildign Decommission Services (BDS) (sub)	Sub pay app 2	1/31/2019	1/31/202019	Waiver	\$ 145,500.00		p. 60-61 of reimbursement request, completed prior to approval of Brownfield Plan
Subtotal Lead & Asbestos Activities							\$ 145,500.00	\$ -	denied for TIF: \$145,500.00
Demolition									
Site Demolition Activities	Canopy Demolition	The Alan Group	Pay App 4	11/30/2019	11/30/2019	Waiver	\$ 8,800.00		p. 32-36 of reimbursement request, completed prior to Brownfield Plan Approval
Site Demolition Activities	Demolition	The Alan Group	Pay App 3	1/31/2020	1/31/2020	Waiver	\$ 35,750.00	\$ 35,750.00	p. 49 -50 or reimbursement request, application 3, line item 7
Site Demolition Activities	Demolition	The Alan Group	Pay App 10	10/31/2019	10/31/2019	Waiver	\$ 237,800.00		p. 54 - 56 of reimbursement request, application 10, line item 12. Completed prior to approval of Brownfield Plan
Subtotal Demolition							\$ 282,350.00	\$ 35,750.00	denied for TIF: \$246,600.00
Site Preparation									
Temporary Erosion Control	Soil Erosions Site Control	The Alan Group (primary), Curbco (sub)	Pay App 10, invoice 51188	4/22/2019		Waiver	\$ 941.35		p. 63 of reimbursement request. Completed prior to approval of Brownfield Plan.
Temporary Erosion Control	Soil Erosions Site Control	The Alan Group (primary), Curbco (sub)	Pay App 10, Invoice 51319	4/9/2019		Waiver	\$ 4,094.00		p. 64 of reimbursement request. Completed prior to approval of Brownfield Plan.

Detail of Eligible Activities Approved for Reimbursement
29101-29501 John R Road - Madison Center, Madison Heights

Fill, Compaction & Rough Grading to Balance Where Improvements were Located	Sitework	The Alan Group	Pay App 10	10/31/2019	10/31/2019	Waiver	\$809,903.33		p. 55-56 of reimbursement request, application 10 line item 10. Completed prior to Brownfield approval.
Subtotal Site Preparation							\$814,938.68	\$-	denied for TIF: \$814,938.680
Infrastructure Improvements									
Urban Storm Water Management Systems (traditional)	Underground detention	The Alan Group (primary), Simone Contracting (sub)	Pay App 10, sub pay app 5	Pay App 10 (10/31/2019) sub pay app (10/31/2019)	10/31/2019	Waiver	\$690,000.00		p. 69-71 of reimbursement request, subcontractor pay app 5 lines 4 & 5. Completed prior to Brownfield Plan approval.
Urban Storm Water Management Systems (traditional)	Paving related to stormwater retention	The Alan Group (primary), Asphalt Specialists, Inc (ASI) (sub)	Pay App 10, sub pay app 4	Pay App 10 (10/31/2019) sub pay app (10/31/2019)	10/31/2019	Waiver	\$99,603.60		p. 55-57 of reimbursement request, requesting approximately 12% of job to date for paving specific to the stormwater manageent system. Note from TAG, p. 32, no additional backup from ASI Completed Prior to Brownfield Plan approval.
Installation of Water Mains	Site Utilities (Water Mains)	The Alan Group (primary), Simone Contracting (sub)	Pay App 10, sub pay app 5	Pay App 10 (10/31/2019) sub pay app (10/31/2019)	10/31/2019	Waiver	\$122,000.00		p. 69-71 of reimbursement request, subcontractor pay app 5 lines 8 & 9. Completed prior to Brownfield Plan approval.
Landscaping in Public ROW	Landscaping in ROW	The Alan Group (primary), Shades of Green (sub)	Pay App 10, sub pay app 1	Pay App 10 (10/31/2019), sub pay app (9/25/2019)	10/31/2019	Waiver	\$45,403.60		p. 66-67 of reimbursement request, requestng 40% of total contract amount for portions of work related to landscaping in public right of way. Completed prior to Brownfield Plan approval
Subtotal Infrastructure Improvements							\$957,007.20	\$-	denied for TIF: \$957,007.200
Preparation of Brownfield Plan and MSF Act 381 Work Plan									
Brownfield Plan Preparation	Brownfield Plan	PM Environmental	92043	11/7/2019		Check No. 1305 and Check No. 1480	\$10,000.00	\$10,000.00	p. 23-25 of reimbursement request
Brownfield Plan Preparation	Brownfield Plan	PM Environmental	92558	12/20/2019		Check No. 1508	\$5,000.00	\$5,000.00	p. 26-27 of reimbursement request
Brownfield Plan Implementation	Reimbursement Request	PM Environmental	99735	1/26/2022		Check No. 198	\$1,702.50	\$1,702.50	p. 28-30 of reimbursement request
Brownfield Plan Implementation	Reimbursement Request	PM Environmental	100523	4/20/2022		Check No. 198	\$3,297.50	\$3,297.50	p. 28-30 of reimbursement request
Subtotal Preparation of Brownfield Plan and MSF Act 381 Work Plan							\$20,000.00	\$20,000.00	denied for TIF: \$.00
Contingency									
Subtotal Contingency							\$-	\$-	denied for TIF: \$.00

Total Requested Amount: \$2,232,145.88

Total Recommended Denied:

Recommended Approval Total:	\$68,100.00
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Table 2. Revenue Schedule
[Project Name] Brownfield Project
[Project Address, City, State]



Total Eligible Activities Cost
(Approved for Reimbursement)

\$2,232,145.88

Calendar Year	2019	2020	2021	2022
Year of Plan	1	2	3	4
Initial TV	\$ 5,629,980	\$ 5,629,980	\$ 5,629,980	\$ 5,629,980
Current	\$ 5,629,980	0 \$ 5,629,980	\$ 6,620,480	\$ 7,880,620
Incremental Increase	\$ -	\$ -	\$ 990,500	\$ 2,250,640

Captured Tax Millages	Millage	10% of capture pass through to taxing jurisdictions							
State									
State ED (SET)	6.0000	\$ -	6.0000	\$ -	6.0000	\$ 5,943.00	6.0000	\$ 13,503.84	
Sch Oper	18.0000	\$ -	18.0000	\$ -	18.0000	\$ 17,829.00	18.0000	\$ 40,511.52	
Local									
City Operating	12.6349	\$ -	12.7260	\$ -	12.7260	\$ 11,344.59	12.7260	\$ 25,777.48	
Solid Waste	2.5723	\$ -	2.5396	\$ -	2.5396	\$ 2,263.93	2.5396	\$ 5,144.15	
P&F Pension	7.1115	\$ -	7.1155	\$ -	7.1155	\$ 6,343.11	7.1155	\$ 14,412.99	
Road Improvement	1.9446	\$ -	1.9199	\$ -	1.9199	\$ 1,711.49	1.9199	\$ 3,888.90	
Senior Citizens	0.4619	\$ -	0.4560	\$ -	0.4560	\$ 406.50	0.4560	\$ 923.66	
Fire Stations BO	0.4933	\$ -	0.5057	\$ -	0.5057	\$ 450.81	0.5057	\$ 1,024.33	
Chapter 20 Drain	1.0421	\$ -	1.0019	\$ -	1.0019	\$ 893.14	1.0019	\$ 2,029.42	
Lamphere Sinking	2.9928	\$ -	2.9853	\$ -	2.9853	\$ 2,661.25	2.9853	\$ 6,046.95	
Local ISD									
OISD Voted	3.0362	\$ -	3.0110	\$ -	3.0110	\$ 2,684.16	3.0110	\$ 6,099.01	
OISD Allocated	0.1918	\$ -	0.1902	\$ -	0.1902	\$ 169.55	0.1902	\$ 385.26	
County									
County Parks	0.2104	\$ -	0.3470	\$ -	0.3470	\$ 309.33	0.3470	\$ 702.87	
H.C.M.A. Oak Co	0.3500	\$ -	0.2089	\$ -	0.2089	\$ 186.22	0.2089	\$ 423.14	
OCPTA (SMART)	0.9851	\$ -	0.9765	\$ -	0.9765	\$ 870.50	0.9765	\$ 1,977.97	
County General	4.0200	\$ -	4.0132	\$ -	4.0132	\$ 3,577.57	4.0132	\$ 8,129.04	
Oakland C.C.	1.5184	\$ -	1.5057	\$ -	1.5057	\$ 1,342.26	1.5057	\$ 3,049.91	
Total Capture	63.5653	\$ -	63.5024	\$ -	63.5024	\$ 58,986.41	63.5024	\$ 134,030.47	
<i>Cumulative Total</i>		\$ -	\$ -	\$ -	\$ -	\$ 58,986.41	\$ -	\$ 134,030.47	
BRA Admin. Fee (% or annual from local)		\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	
<i>Cumulative</i>		\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 5,000.00	



Corporate Headquarters
Lansing, Michigan
3340 Ranger Road, Lansing, MI 48906
f: 877.884.6775
t: 517.321.3331

Michigan Locations
Berkley
Grand Rapids
Lansing
Bay City
Chesterfield
Oak Park

April 22, 2022

Giles Tucker
City of Madison Heights
300 West Thirteen Mile Road
Madison Heights, MI 48071

**RE: Tax Increment Financing Reimbursement Request for the Property Located at
29101-29501 John R Road, Madison Heights, Michigan; Request 01
PM Project: 01-09163-5-0002**

Mr. Tucker,

Enclosed is Tax Increment Financing (TIF) Reimbursement Request 01 for the facility located at 29101-29501 John R Road, Madison Heights, Michigan 48071, parcel numbers 44-25-11-476-014. and 44-25-11-476-013.

This request is being submitted on behalf of Madison Center Owner, LLC ("Developer"). The terms for reimbursement of eligible brownfield costs were set forth in the Brownfield Reimbursement Agreement executed by the City of Madison Heights' Brownfield Redevelopment Authority (MHBRA) and Madison Center Owner, LLC on December 12, 2019. The entity making eligible investment is Madison Center Owner, LLC. Moschouris Management and Development and Niki Madison LLC are related entities of Madison Center Owner, LLC as documented in the included organizational chart.

Enclosed is a description of each individual Eligible Activity, the associated costs of each activity, and documentation of the costs incurred including proof of payment and detailed invoices.

To the extent that this submission is approved, City of Madison Heights shall cause Developer to be paid the amounts approved as determined eligible under the Brownfield Plan and documented in the reimbursement request.

The total not to exceed cost for Eligible Activities approved in the Brownfield Plan is \$2,388,549.00. Request 01 as detailed within this submission, totals \$2,232,145.88.

If you have any questions related to this request, please do not hesitate to contact our office at (248) 336-9988 or email at masserang@pmenv.com.

Sincerely,
PM ENVIRONMENTAL, INC

Elizabeth Masserang
Regional Manager
Brownfield & Economic Incentives

Jessica DeBone
National Manager
Brownfield & Economic Incentives

Appendices:


Appendix A: Description of Eligible Activities Conducted
Appendix B: Eligible Activities and Costs Incurred Table
Appendix C: Documentation of Eligible Costs and Proof of Payment
Appendix D: Entity Organizational Chart

**29101-29501 John R Road in Madison Heights, Michigan
TIF Reimbursement Request
PM Project No. 01-09163-5-0002**

I certify that the information submitted on and with this Request for Reimbursement is accurate and is an eligible cost described in the Brownfield Plan for this project approved by the City Council of Taylor.

Developer:

Signature:

DocuSigned by:

FB4FA31E20C2463...

Date:

4/22/2022

Title:

Authorized Agent

Address:

Attachment A



Appendix A: Completed Eligible Activities Summary

Below is a narrative of the eligible activities included in our Brownfield Plan. Each Eligible Activity has been assigned a unique code (labeled A1-G2) in the table provided in Appendix B. These are utilized throughout Appendix C, to document the costs incurred and corresponding proof of payment.

Pre-Approved Activities:

Pre-Approved activities approved within the Brownfield Plan included a Phase I and Phase II Environmental Site Assessments (ESA) and Baseline Environmental Site Assessments (BEA) required as part of the pre-purchase due diligence conducted on the property.

A Phase II ESA, additional assessment work, and an Asbestos Containing Materials (ACM) Survey were completed for the subject property. An ACM survey was not included in the anticipated cost estimates. The Brownfield Plan included a budget for contingency and the total within this request is below the total not-to-exceed amount. Based on the eligibility of these costs and the total request falling below the total not-to-exceed amount approved, these costs are included for consideration in this reimbursement request.

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$7,900.00 for these activities utilizing both local and school tax revenue streams. The costs tabulated in Appendix B are for total cost of \$12,350.00 for TIF reimbursement and associated invoices are provided in Appendix C.

Asbestos and Lead Abatement:

During redevelopment activities, costs related to asbestos abatement were encountered far greater than initially anticipated. While not included within the initial Brownfield Plan request, costs related to asbestos abatement are considered Eligible Activities. The Brownfield Plan included a budget for contingency and the total within this request is below the total not-to-exceed amount. Based on the eligibility of these costs and the total request falling below the total not-to-exceed amount approved, these costs are included for consideration in this reimbursement request.

These activities are eligible as defined by Act 381, as amended. The costs tabulated in Appendix B are for total cost of \$145,500.00 for TIF reimbursement and associated invoices are provided in Appendix C.

Demolition:

Demolition Activities approved within the Brownfield Plan included a pre-demolition survey, site demolition; fill/compaction/rough grading to balance site where building was located; removal of abandoned utilities; removal of parking lots; fill/compaction/rough grading to balance site where improvements were located; and professional fees related to geotechnical, engineering and design work.

Costs related to fencing demolition, canopy demolition, and demolition in the location of the now BJ's Warehouse space to prepare the space for reuse were incurred.

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$1,177,890.00 for these activities utilizing local tax revenue streams. The costs tabulated

in Appendix B are for a total cost of \$282,350.00 for TIF reimbursement and associated invoices are provided in Appendix C.

There are additional costs identified under Site Preparation Activities that were initially carried as lump sum budgetary costs under Demolition related to fill, compaction and rough grading. Those costs are identified as cut and fill operations and encompass the fill, compaction and rough grading associated with demolition activities in addition to overall site preparation fill, compaction and rough grading activities.

Infrastructure Improvements:

Infrastructure improvement activities approved under the Brownfield Plan included an underground urban stormwater management system.

The underground urban stormwater management system was installed at the subject property. Additionally, during construction activities, work to install water mains was also deemed necessary and conducted as well as landscaping throughout the property, including some public right of ways. The Brownfield Plan included a budget for contingency and the total within this request is below the total not-to-exceed amount. Based on the eligibility of these costs and the total request falling below the total not-to-exceed amount approved, these costs are included for consideration in this reimbursement request.

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved costs of \$700,000.00 for these activities utilizing local tax revenue streams. The costs tabulated in Appendix B are for a total cost of \$957,007.20 for TIF reimbursement and associated invoices are provided in Appendix C.

Site Preparation:

Site Preparation activities approved under the Brownfield Plan included temporary traffic control; temporary erosion control; temporary site control (fencing, gates, signage, and/or lighting); temporary facilities; staking; cut and fill operations; and geotechnical engineering including investigating existing subsurface conditions, soil sampling, assessing risks posed by site conditions, designing earthworks and structure foundations.

Costs related to site erosion control and cut/fill, compaction, and rough grading were incurred during project construction. As identified under Demolition, some of the costs related to cut/fill operations were conducted in relation to the site demolition and therefore carried in the initial demolition budget. These costs are all included for reimbursement under Site Preparation.

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$155,500.00 for these activities utilizing local tax revenue streams. The costs tabulated in Appendix B are for a total cost of \$814,938.68 for TIF reimbursement and associated invoices are provided in Appendix C.

Brownfield Plan Preparation and Implementation:

Preparation and implementation of the Brownfield Plan and associated activities (e.g., meetings with BRA, review by City Attorney etc.) were approved under the Brownfield Plan.

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$25,000.00 for these activities utilizing local tax revenue streams. The costs tabulated in Appendix B are for a total requested cost of \$20,000.00 for TIF reimbursement and associated invoices are provided in Appendix C.

Summary

The table provided in Appendix B summarizes the costs incurred to date by eligible activity. The table provided in Appendix C details the incurred expenses by contractor, with the corresponding pay applications completed by those contractors and proof of payment.

The total amount of eligible activities incurred and requested in this Reimbursement Request total \$2,232.145.88 below the total not to exceed amount of \$2,388.549.00.

Attachment B



Eligible Activities	381 Brownfield Plan Approved Costs	Code	Pay Request #1	Amount Requested to Date	Work Plan Approved Amount Remaining
Brownfield TIF					
Task # 1 Pre-Approved Activities					
Phase I ESA	\$ 2,000.00	A1	\$ -	\$ -	\$ 2,000.00
Phase II ESA/BEA	\$ 5,900.00	A2	\$ 10,150.00	\$ 10,150.00	\$ (4,250.00)
Hazmat Survey	\$ -	A3	\$ 2,200.00	\$ 2,200.00	\$ (2,200.00)
Task 1 Task Sub-Total	\$ 7,900.00		\$ 12,350.00	\$ 12,350.00	\$ (4,450.00)
Task #2 Department Specific Activities					
Dust Control	\$ 15,000.00	B1	\$ -	\$ -	\$ 15,000.00
Task 2 Task Sub-Total	\$ 15,000.00		\$ -	\$ -	\$ 15,000.00
Task # 3 Asbestos Activities					\$ -
Asbestos Abatement	\$ -	C1	\$ 145,500.00	\$ 145,500.00	\$ (145,500.00)
Task 3 Task Sub-Total	\$ -		\$ 145,500.00	\$ 145,500.00	\$ (145,500.00)
Task # 4 Demolition					\$ -
Site Demolition Activities	\$ 140,000.00	D1	\$ 282,350.00	\$ 282,350.00	\$ (142,350.00)
Pre-Demolition Audit or Survey	\$ 5,000.00	D2	\$ -	\$ -	\$ 5,000.00
Fill/Compaction/Rough Grading to Balance Site where Bldg. was Located	\$ 250,000.00	D3	\$ -	\$ -	\$ 250,000.00
Removal of Abandoned Utilities	\$ 75,000.00	D4	\$ -	\$ -	\$ 75,000.00
Removal of Parking Lots	\$ 392,890.00	D5	\$ -	\$ -	\$ 392,890.00
Fill, Compaction & Rough Grading to Balance Site Where Improvements Were Located	\$ 300,000.00	D6	\$ -	\$ -	\$ 300,000.00
Professional Fees Related to Geotechnical, Engineering & Design Work if Directly Related to Building and/or Site Demolition Activities	\$ 15,000.00	D7	\$ -	\$ -	\$ 15,000.00
Task 4 Task Sub-Total	\$ 1,177,890.00		\$ 282,350.00	\$ 282,350.00	\$ 895,540.00
Task # 5 Infrastructure Improvements					
Urban Storm Water Management Systems (Traditional versus Low Impact Design)	\$ 700,000.00	E1	\$ 789,603.60	\$ 789,603.60	\$ (89,603.60)
Installation of Water Mains	\$ -	E2	\$ 122,000.00	\$ 122,000.00	\$ (122,000.00)
Curb and Gutter	\$ -	E3	\$ -	\$ -	\$ -
Landscaping in Public Right of Way	\$ -	E4	\$ 45,403.60	\$ 45,403.60	\$ (45,403.60)
Task 5 Task Sub-Total	\$ 700,000.00		\$ 957,007.20	\$ 957,007.20	\$ (257,007.20)
Task # 6 Site Preparation					
Temporary Facility	\$ 18,000.00	F1	\$ -	\$ -	\$ 18,000.00
Temporary Traffic Control	\$ 15,000.00	F2	\$ -	\$ -	\$ 15,000.00
Temporary Erosion Control	\$ 13,000.00	F3	\$ 5,035.35	\$ 5,035.35	\$ 7,964.65
Temporary Site Control (fencing, gates, signage and/or lighting)	\$ 45,000.00	F4	\$ -	\$ -	\$ 45,000.00
Staking	\$ 45,000.00	F5	\$ -	\$ -	\$ 45,000.00
Geotechnical Engineering	\$ 7,500.00	F6	\$ -	\$ -	\$ 7,500.00
Cut and Fill Operations	\$ 12,000.00	F7	\$ 809,903.33	\$ 809,903.33	\$ (797,903.33)
Task 5 Task Sub-Total	\$ 155,500.00		\$ 814,938.68	\$ 814,938.68	\$ (659,438.68)
Task # 7 Brownfield Plan Preparation and Implementation					
Brownfield Plan Preparation	\$ 15,000.00	G1	\$ 15,000.00	\$ 15,000.00	\$ -
Brownfield Plan Implementation	\$ 10,000.00	G2	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Task 6 Task Sub-Total	\$ 25,000.00		\$ 20,000.00	\$ 20,000.00	\$ 5,000.00
3rd Party Oversight (up to 5%)					\$ -
Contingency (up to 15%)	\$ 307,258.50			\$ -	\$ 307,258.50
					\$ -
Total Brownfield TIF	\$ 2,388,548.50		\$ 2,232,145.88	\$ 2,232,145.88	\$ 156,402.62

Appendix C

MADISON CENTER: BROWNFIELD EXPENSES REIMBURSEMENT REQUEST 01

CODE	CATEGORY	CONTRACTOR	SUBCONTRACTOR	ACTIVITY DESCRIPTION	Work Completed	Work Paid To Date	Sub-Contractor Pay				Check Num/Proof of Payment
							Pay Application	Pay Application	Line Item No.	Invoice No.	
A3	Pre-Approved	NCS Construction	N/A	ACM Survey	\$ 2,200.00	\$ 2,200.00	NA	NA	NA	4310	1231
A2	Pre-Approved	PM Environmental	N/A	Phase II ESA	\$ 2,750.00	\$ 2,750.00	NA	NA	NA	84908	1020
A2	Pre-Approved	PM Environmental	N/A	Phase II ESA	\$ 1,060.00	\$ 1,060.00	NA	NA	NA	86398	1029
A2	Pre-Approved	PM Environmental	N/A	Phase II ESA Additional Assessment	\$ 6,340.00	\$ 6,340.00	NA	NA	NA	89501	1264
G1	Brownfield Plan	PM Environmental	N/A	Brownfield Plan Preparation	\$ 10,000.00	\$ 10,000.00	NA	NA	NA	92043	1305 and 1480
G1	Brownfield Plan	PM Environmental	N/A	Brownfield Plan Preparation	\$ 5,000.00	\$ 5,000.00	NA	NA	NA	92558	1508
G2	Brownfield Plan	PM Environmental	N/A	Brownfield Plan Implementation	\$ 5,000.00	\$ 5,000.00	NA	NA	NA	NA	198
D1	Demolition	The Alan Group	N/A	Canopy Demolition	\$ 8,800.00	\$ 8,800.00	4	NA	5	NA	Waiver
D1	Demolition	The Alan Group	N/A	Fencing Pay Application - Demolition	\$ 35,750.00	\$ 35,750.00	3	NA	7	NA	Waiver
D1	Demolition	The Alan Group	N/A	Main Pay Application - BJ's Demolition	\$ 237,800.00	\$ 237,800.00	10	NA	12	NA	Waiver
F7	Site Preparation	The Alan Group	N/A	Main Pay Application - Clearing, cut/fill, compaction, rough grading and staking	\$ 809,903.33	\$ 809,903.33	10	NA	10	NA	Waiver
C1	Asbestos	The Alan Group	Building Decommission Services, LLC (BDS)	Asbestos and Universal Waste Removal	\$ 145,500.00	\$ 145,500.00	10	2	1,2,3	NA	Waiver
F3	Site Preparation	The Alan Group	Curbco	Site Erosions Site Control	\$ 941.35	\$ 941.35	10	NA	NA	51188	Waiver
F3	Site Preparation	The Alan Group	Curbco	Site Erosions Site Control	\$ 4,094.00	\$ 4,094.00	10	NA	NA	51319	Waiver
E4	Infrastructure Improvements	The Alan Group	Shades of Green	Main Pay Application - Landscaping in the Right of Way	\$ 45,403.60	\$ 45,403.60	10	5/13/2019	All	NA	Waiver
E2	Infrastructure Improvements	The Alan Group	Simone Contracting	Main Pay Application - Site Utilities - Water Mains	\$ 122,000.00	\$ 122,000.00	10	5	8 and 9	NA	Waiver
E1	Infrastructure Improvements	The Alan Group	Simone Contracting	Main Pay Application - Underground Detention	\$ 690,000.00	\$ 690,000.00	10	5	4 and 5	NA	Waiver
E1	Infrastructure Improvements	The Alan Group	Asphalt Specialist Inc (ASI)	Main Pay Application - Stormwater Retention - Related Paving	\$ 99,603.60	\$ 99,603.60	10	4	N/A	NA	Waiver
					\$2,232,145.88	\$2,232,145.88					

Notes:

NCS Construction Services, LLC Eligible Invoices



NCS Construction Services, L.L.C.

43636 Woodward Ave
Suite 400
Bloomfield Hills, MI 48302

Invoice

Date	Invoice #
2/12/2019	4310

Request for \$2,200
related to
pre-renovation
asbestos survey
(C1)

Bill To
Moschouris Management LLC 28454 Woodward Ave. Royal Oak, MI 48067

Project	Terms
Former Kmar...	Net 15

Description	Amount
Former Kmart 29101 John R Road Madison Heights, Michigan Complete asbestos building inspection.	2,200.00

Phone #	248-338-9732
---------	--------------

Total	\$2,200.00
Payments/Credits	\$0.00
Balance Due	\$2,200.00

Elizabeth Masserang

From: Tanya Line <tline@mmdco.com>
Sent: Wednesday, April 13, 2022 3:22 PM
To: Elizabeth Masserang
Cc: Melonie Hawk; Julia Ferris
Subject: RE: Reissued Check Not Cashed - Madison Center

Follow Up Flag: Follow up
Flag Status: Flagged

Hello!

TAG sent you over the back up today.

For NCS does this suffice

Review Payment		Functions ▼	
Payee	ncsconstruct	Total Amount	2,200.00
	NCS Construction Service	Check Date	03/01/2019
	28454 Woodward Ave.	Clear Date	03/31/2019
		Post Month	03/2019
Bank	madop		
Check No	1231		
	2552479434		
	Chemical Bank		
Statement No			
Notes	(Manual)		
Created by mhawk on 09/09/2019 5:15 PM.			
(never modified)			
Help			

Property ▼	Amount	Account	Notes	Pay
madison - Madison Center	2,200.00	1540-0000 - Construction In Process		851

Thank you,

Tanya Line

PM Environmental, Inc. Eligible Invoices



Accounts Receivable Ledger

Wednesday, March 2, 2022

11:14:47 AM

PM Environmental, Inc.

Job-to-Date through 2/26/2022

Invoice	Mod/Receipt Detail	Description 2	Date	Total
Billing Client Name: Madison Center Owners LLC				
Site Address: 29101-29501 John R Road, Madison Heights, Michigan				
01-09163-5 Madison Center / Project Manager: Masserang				
Project Type: Incentive Procurement				
0092043		Invoice	11/7/2019	10,000.00
0092043	Retainer	Invoice	11/7/2019	-2,500.00
0092043	Rcpt A010320	Check 1480	1/3/2020	-7,500.00
0092558		Invoice	12/20/2019	5,000.00
0092558	Rcpt A010220	Check 1508	1/2/2020	-5,000.00
0099735		Invoice	1/26/2022	1,702.50
0099735	Retainer	Invoice	1/26/2022	-5,000.00
0099735	Rcpt X012722	Check#198	1/27/2022	3,297.50
Project Billed				16,702.50
Project Received				-16,702.50
Project Retainer				3,297.50
Project Retainage				
Total for 01-09163-5				
Billing Client Name: Moschouris Management & Development				
Site Address: 29101-29501 John R Road, Madison Heights, Michigan				
01-09163-4 Madison Center / Project Manager: Lieder				
Project Type: Phase II ESA				
0089501		Invoice	3/26/2019	6,340.00
0089501	Retainer	Invoice	3/26/2019	-4,068.50
0089501	Rcpt A041919	Check #1264	4/19/2019	-2,271.50
Project Billed				6,340.00
Project Received				-6,340.00
Project Retainer				
Project Retainage				
Total for 01-09163-4				
Billing Client Name: Niki Madison, LLC				
Site Address: 29101-29501 John R Road, Madison Heights, Michigan				
01-09163-1 Madison Center / Project Manager: Lieder				
Project Type: Phase II ESA				
0084908		Invoice	2/7/2018	2,750.00
0084908	Retainer	Invoice	2/7/2018	-4,500.00
0084908	Rcpt R031418	PM Ck # 1020 (Wire The Niki Group LLC)	3/14/2018	1,750.00
0086398		Invoice	6/12/2018	1,060.00
0086398	Rcpt A071918	Check#1029	7/19/2018	-1,060.00
RT84684	Retainer	Invoice	1/17/2018	4,500.00
RT84684	Rcpt Z011818	Wire The Niki Group LLC	1/18/2018	-4,500.00
Project Billed				3,810.00
Project Received				-3,810.00
Project Retainer				
Project Retainage				
Total for 01-09163-1				
Total Billed				26,852.50
Total Received				-26,852.50
Total Retainer				3,297.50
Total Retainage				
Total				



PM ENVIRONMENTAL, INC.
3340 RANGER ROAD
LANSING, MI 48906
Phone (517) 321-3331
Toll Free: (800) 485-0090
Fax: (877) 884-6775

Mr. Kevin Baker
Niki Madison, LLC
27995 Halsted Road, Suite 150
Farmington Hills, MI 48331

February 7, 2018
Project No: 01-09163-1
Invoice No: 84908
Invoice Total - \$1,750.00

Service Group 0001 29101-29501 John R Road, Madison Heights, Michigan

Task	Cost
Mobilization, Oversight and Screening	0.00
Consulatant Equipment and Supplies	0.00
BEA Report	2,750.00
DDCC	0.00
Ground Penetrating Radar	0.00
Drilling Operations	0.00
Laboratory Analysis	0.00
Total Fee	2,750.00

Subtotal

Total this Service \$2,750.00

Additional Fees

Wire The Niki Group LLC 1-18-18	-4,500.00	
Total Additional Fees	-4,500.00	-4,500.00
Total this Invoice		-\$1,750.00

Phase II ESA requested activities as a Pre-Approved Activity. Request for \$2,750 (A2)

Additional Documentation is provided in the Organizational Chart showing Niki Madison LLC as a related entity to Madison Center Owner LLC

Please include invoice number or project number with your payment. For your convenience, we accept VISA, MasterCard, and American Express. Credit card transactions over \$5,000 will be assessed a 2% fee at time of payment.

Payments may be made electronically to:

PNC Bank
Routing ABA Number 041000124
Account Number 4244515447
Fed ID 38-3052632

Invoice Payable Upon Receipt

Invoices due upon receipt. Service fee of 1.5% assessed monthly after 30 days. Accounts Receivable 248-687-7091.

We are committed to providing you with the highest level of service and would appreciate getting feedback on our performance. Please take our brief client satisfaction survey at: <https://www.surveymonkey.com/r/pmclient>

Wire The Niki Group LLC	RT84684	01-09163-1	0001	00001	1100	4,500.00
-------------------------	---------	------------	------	-------	------	----------



PM ENVIRONMENTAL, INC.
3340 RANGER ROAD
LANSING, MI 48906
Phone (517) 321-3331
Toll Free: (800) 485-0090
Fax: (877) 884-6775

Phase II ESA requested activities as a Pre-Approved Activity. Request for \$1,060 (A2)

Additional Documentation is provided in the Organizational Chart showing Niki Madison LLC as a related entity to Madison Center Owner LLC

Mr. Kevin Baker
Niki Madison, LLC
27995 Halsted Road, Suite 150
Farmington Hills, MI 48331

June 12, 2018
Project No: 01-09163-1
Invoice No: 86398
Invoice Total \$1,060.00

Project Manager: Nicholas Lieder

Service Group 0001 29101-29501 John R Road, Madison Heights, Michigan

Task	Cost	
Mobilization / Oversight / Screening	400.00	
Consultant Equipment & Supplies	200.00	
Data Eval / Project Mgmt / Report Prep	3,750.00	
Laboratory Analysis	460.00	
Oakland County: Data Eval/Project Mgmt	-3,750.00	
Total Fee	1,060.00	
	Subtotal	1,060.00
	Total this Service	\$1,060.00
	Total this Invoice	\$1,060.00

Please include invoice number or project number with your payment. For your convenience, we accept VISA, MasterCard, and American Express. Credit card transactions over \$5,000 will be assessed a 2% fee at time of payment.

Payments may be made electronically to:

PNC Bank
Routing ABA Number 041000124
Account Number 4244515447
Fed ID 38-3052632

Invoice Payable Upon Receipt

Invoices due upon receipt. Service fee of 1.5% assessed monthly after 30 days. Accounts Receivable 248-687-7091.

We are committed to providing you with the highest level of service and would appreciate getting feedback on our performance. Please take our brief client satisfaction survey at: <https://www.surveymonkey.com/r/pmclient>

THIS DOCUMENT HAS A GRADUATED BACKGROUND, DARK TO LIGHT. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Madison Center Owner, LLC

28454 Woodward Avenue
Royal Oak, MI 48067

Chemical Bank & Trust Co

30500 Northwestern Hwy
Suite 200
Farmington Hills, MI 48334

1029

DATE 7/9/2018

Reference:

PAY PM Environmental, Inc.

\$ **1,060.00

One Thousand Sixty and 00/100*****

DOLLARS

TO THE ORDER OF PM Environmental, Inc.
3340 Ranger Road
Lansing, MI 48906

Memo

86398



⑈001029⑈ ⑆072410013⑆ 2552479434⑈



PM ENVIRONMENTAL, INC.
3340 RANGER ROAD
LANSING, MI 48906
Phone (517) 321-3331
Toll Free: (800) 485-0090
Fax: (877) 884-6775

Phase II ESA
requested activities
as a Pre-Approved
Activity. Request for
\$6,340 (A2)

Additional
Documentation is
provided in the
Organizational
Chart showing Niki
Madison LLC as a
related entity to
Madison Center
Owner LLC

Ms. Stephanie West-Houck
billing contact
Moschouris Management & Development
28454 Woodward Avenue
Royal Oak, MI 48067

March 26, 2019
Project No: 01-09163-4
Invoice No: 89501
Invoice Total \$2,271.50

Project Manager: Nicholas Lieder

Service Group 0001 29101-29501 John R Road, Madison Heights, Michigan

Task

Cost

Mobilization / Oversight / Screening	875.00
Data Eval / Project Mgmt / Report Prep	2,000.00
Ground Penetrating Radar Survey	950.00
Drilling and Operations	1,300.00
Laboratory Analysis	1,215.00
Total Fee	6,340.00

Subtotal 6,340.00

Additional Fees

Amex#1329 02-08-19	-4,068.50	
Total Additional Fees	-4,068.50	-4,068.50
Total this Service		\$2,271.50
Total this Invoice		\$2,271.50

Please include invoice number or project number with your payment. For your convenience, we accept VISA, MasterCard, and American Express. Credit card transactions will be assessed a 3% fee at time of payment.

Payments may be made electronically to:

Level One Bank
Routing ABA Number 072414310
Account Number 1000123180
Fed ID 38-3052632

Invoice Payable Upon Receipt

Invoices due upon receipt. Service fee of 1.5% assessed monthly after 30 days. Accounts Receivable 248-687-7091.

We are committed to providing you with the highest level of service and would appreciate getting feedback on our performance. Please take our brief client satisfaction survey at: <https://www.surveymonkey.com/r/pmclient>

===== SECURITY STATEMENT =====

It is not recommended that you ship product(s) or otherwise grant services relying solely upon this e-mail

===== GENERAL INFORMATION =====

Merchant : PM Environmental, Inc. (1876356) Date/Time : 8-Feb-2019 12:26:31 PST

===== ORDER INFORMATION =====

Invoice : 01013783

Description : Goods or Services

Amount : 4068.50 (USD)

Payment Method: American Express xxxx1329 Transaction Type: Authorization and Capture

===== Line Items =====

===== RESULTS =====

Response : This transaction has been approved.

Auth Code : 260983

Transaction ID : 61549019758

Address Verification : Address not provided for AVS check or street address match, postal code could not I

===== CUSTOMER BILLING INFORMATION =====

Customer ID :

First Name : Samantha

Last Name : Witte

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

Phone : 3139697172

Fax :

E-Mail : switte@mchdevelopment.com

THIS DOCUMENT HAS A GRADUATED BACKGROUND, DARK TO LIGHT. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Madison Center Owner, LLC
28454 Woodward Avenue
Royal Oak, MI 48067

Chemical Bank & Trust Co
30500 Northwestern Hwy
Suite 200
Farmington Hills, MI 48334

1264

DATE 4/12/2019

Reference:

PAY PM Environmental, Inc.

\$ **2,271.50

Two Thousand Two Hundred Seventy-One and 50/100 DOLLARS

TO THE ORDER OF PM Environmental, Inc.
3340 Ranger Road
Lansing, MI 48906

Memo

Invoice 89501 (environmental phase bal)



⑈001264⑈ ⑆072410013⑆ 2552479434⑈



PM ENVIRONMENTAL, INC.
3340 RANGER ROAD
LANSING, MI 48906
Phone: (517) 321-3331
Toll Free: (800) 485-0090
Fax: (877) 884-6775

Phase II ESA
requested activities
as a Brownfield Plan
Preparation Item.
Request for \$10,000
(G1)

Mr. Niko Moschouris
Madison Center Owners LLC
28454 Woodward Avenue
Royal Oak, MI 48067

November 7, 2019
Project No: 01-09163-5
Invoice No: 92043

Invoice Total \$7,500.00

Project Manager: Elizabeth Masserang

Service Group 0001 29101-29501 John R Road, Madison Heights, Michigan

Brownfield Tax Increment Revenue Reimbursement Request

Task	Fee	Percent Complete	Previous Fee Billing	Cost
Brownfield Plan	15,000.00	66.6667	0.00	10,000.00
Total Fee	15,000.00		0.00	10,000.00
Subtotal				10,000.00
Additional Fees				
Check 1305 5/20/19			-2,500.00	
Total Additional Fees			-2,500.00	-2,500.00
Total these Tasks				\$7,500.00
Total this Service				\$7,500.00
Total this Invoice				\$7,500.00

Please include invoice number or project number with your payment. For your convenience, we accept VISA, MasterCard, and American Express. Credit card transactions will be assessed a 3% fee at time of payment.

Payments may be made electronically to:

Level One Bank
Routing ABA Number 072414310
Account Number 1000123180
Fed ID 38-3052632

Invoice Payable Upon Receipt

Invoices due upon receipt. Service fee of 1.5% assessed monthly after 30 days. Accounts Receivable 248-687-7091.

We are committed to providing you with the highest level of service and would appreciate getting feedback on our performance. Please take our brief client satisfaction survey at: <https://www.surveymonkey.com/r/pmclient>

THIS DOCUMENT HAS A GRADUATED SPOKE (DARK TO LIGHT). THE REVERSE SIDE INCLUDES AN ANTIMONY WARNING.

Madison Center Owner, LLC

28454 Woodward Avenue
Royal Oak, MI 48067

Chemical Bank & Trust Co

30000 Northwestern Hwy
Suite 200
Farmington Hills, MI 48334

1305

DATE 5/15/2019

Reference:

PAY PM Environmental, Inc.

\$ **2,500.00

Two Thousand Five Hundred and 00/100

DOLLARS

TO THE
ORDER
OF

PM Environmental, Inc.
3340 Ranger Road
Lansing, MI 48906

Memo

app #01014164
down pymt for Brownfield consulting



⑆00⑆305⑆ ⑆0724⑆00⑆3⑆ 2552479434⑆

Madison Center Owner, LLC
28454 Woodward Ave.
Royal Oak, MI 48067-0937

Phone: (313)318-8210

Chemical Bank & Trust Co
30500 Northwestern Hwy
Suite 200
Farmington Hills, MI 48334
07-241/0013

1480

12/03/2019

\$7,500.00***

**** SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

Void after 90 days

To the
Order of

PM Enviromental
3340 Ranger Road
Lansing, MI 48906

01-9163-5

Inv # 92043



⑈0000001480⑈ ⑆072410013⑆ 2552479434⑈



PM ENVIRONMENTAL, INC.
3340 RANGER ROAD
LANSING, MI 48906
Phone: (517) 321-3331
Toll Free: (800) 485-0090
Fax: (877) 884-6775

Phase II ESA
requested activities
as a Brownfield Plan
Preparation Item.
Request for \$5,000
(G1)

Mr. Niko Moschouris
Madison Center Owners LLC
28454 Woodward Avenue
Royal Oak, MI 48067

December 20, 2019
Project No: 01-09163-5
Invoice No: 92558

Invoice Total \$5,000.00

Project Manager: Elizabeth Masserang

Service Group 0001 29101-29501 John R Road, Madison Heights, Michigan

Brownfield Tax Increment Revenue Reimbursement Request

Task	Fee	Percent Complete	Previous Fee Billing	Cost
Brownfield Plan	15,000.00	100.00	10,000.00	5,000.00
Total Fee	15,000.00		10,000.00	5,000.00
Subtotal				5,000.00
		Total these Tasks		\$5,000.00
		Total this Service		\$5,000.00
		Total this Invoice		\$5,000.00

Please include invoice number or project number with your payment. For your convenience, we accept VISA, MasterCard, and American Express. Credit card transactions will be assessed a 3% fee at time of payment.

Payments may be made electronically to:

Level One Bank
Routing ABA Number 072414310
Account Number 1000123180
Fed ID 38-3052632

Invoice Payable Upon Receipt

Invoices due upon receipt. Service fee of 1.5% assessed monthly after 30 days. Accounts Receivable 248-687-7091.

We are committed to providing you with the highest level of service and would appreciate getting feedback on our performance. Please take our brief client satisfaction survey at: <https://www.surveymonkey.com/r/pmclient>

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTIONS OF THE SECURITY FEATURES

Madison Center Owner, LLC
28454 Woodward Ave.
Royal Oak, MI 48067-0937

Phone: (313)318-8210

Chemical Bank & Trust Co
30500 Northwestern Hwy.
Suite 200
Farmington Hills, MI 48334

1508

07-241/0013

12/31/2019

\$5,000.00***

**** FIVE THOUSAND AND 00/100 DOLLARS

Void after 90 days

To the
Order of

PM Enviromental
3340 Ranger Road
Lansing, MI 48906

Inv # 92558



⑈0000001508⑈ ⑆072410013⑆ 2552479434⑈



PM ENVIRONMENTAL, INC.
3340 RANGER ROAD
LANSING, MI 48906
Phone: (517) 321-3331
Toll Free: (800) 485-0090
Fax: (877) 884-6775

Mr. Niko Moschouris
Madison Center Owners LLC
28454 Woodward Avenue
Royal Oak, MI 48067

January 26, 2022
Project No: 01-09163-5
Invoice No: 99735

Invoice Total - \$3,297.50

Project Manager: Elizabeth Masserang

Service Group 0002 29101-29501 John R Road , Madison Heights, Michigan

Reimbursement Request

Task	Fee	Percent Complete	Previous Fee Billing	Cost
Reimbursement Request	5,000.00	34.05	0.00	1,702.50
Total Fee	5,000.00		0.00	1,702.50
Subtotal				1,702.50
Additional Fees				
Check #198 11/12/21			-5,000.00	
Total Additional Fees			-5,000.00	-5,000.00
		Total these Tasks		-\$3,297.50
		Total this Service		-\$3,297.50
		Total this Invoice		-\$3,297.50

Please include invoice number or project number with your payment. For your convenience, we accept VISA, MasterCard, and American Express. Credit card transactions will be assessed a 3% fee at time of payment.

Payments may be made electronically to:

Level One Bank
Routing ABA Number 072414310
Account Number 1000123180
Fed ID 38-3052632

Invoice Payable Upon Receipt

Invoices due upon receipt. Service fee of 1.5% assessed monthly after 30 days. Accounts Receivable 248-687-7091.

We are committed to providing you with the highest level of service and would appreciate getting feedback on our performance. Please take our brief client satisfaction survey at: <https://www.surveymonkey.com/r/pmclient>



PM ENVIRONMENTAL, INC.
3340 RANGER ROAD
LANSING, MI 48906
Phone: (517) 321-3331
Toll Free: (800) 485-0090
Fax: (877) 884-6775

Mr. Niko Moschouris
Madison Center Owners LLC
28454 Woodward Avenue
Royal Oak, MI 48067

April 20, 2022
Project No: 01-09163-5
Invoice No: 100523

Invoice Total 0.00

Project Manager: Elizabeth Masserang

Service Group 0002 29101-29501 John R Road , Madison Heights, Michigan

Reimbursement Request

Task	Fee	Percent Complete	Previous Fee Billing	Cost
Reimbursement Request	5,000.00	100.00	1,702.50	3,297.50
Total Fee	5,000.00		1,702.50	3,297.50
Subtotal				3,297.50
Additional Fees				
Ck#198 11/12/21 (Used 1702.50-99735)			-3,297.50	
Total Additional Fees			-3,297.50	-3,297.50
Total these Tasks				0.00
Total this Service				0.00
Total this Invoice				0.00

OUR PAYMENT INFORMATION HAS CHANGED! PLEASE SEE BELOW TO UPDATE YOUR RECORDS

Please include invoice number or project number with your payment. For your convenience, we accept VISA, MasterCard, and American Express. Credit card transactions will be assessed a 3% fee at time of payment.

Payments may be made electronically for **P.M. Environmental, LLC**

CIBC Bank USA
Routing ABA Number 0710-0648-6
Account Number 2582619
Fed ID 38-3052632

Invoice Payable Upon Receipt

Invoices due upon receipt. Service fee of 1.5% assessed monthly after 30 days. Accounts Receivable 248-687-7091.

Madison Center Owner, LLC
28454 Woodward Ave
Royal Oak, MI 48067

Bank of Ann Arbor
125 South 5th Ave
Ann Arbor, MI 48104
07-241/3735

198

11/08/2021

\$5,000.00***

**** FIVE THOUSAND AND 00/100 DOLLARS

TO THE
ORDER OF

PM Enviromental
3340 Ranger Road
Lansing, MI 48906

01-9163-5

⑈00000000198⑈ ⑆072413735⑆ 1200009593⑈



Security Features Included

Details on Back, www.bankofannarbor.com

The Alan Group
Contractor
Eligible Invoices



March 9, 2022

Elizabeth Masserang
PM Environmental
4080 W 11 Mile Road
Berkley, MI 48072

**RE: Tax Increment Financing Reimbursement Request for the Property Located at
29023-29485 John R Road, Madison Heights, Michigan**

Ms. Masserang,

In follow up to your request for additional information regarding the work that The Alan Group (TAG) completed at the Madison Center Redevelopment, I have provided additional detail below:

1. The Alan Group – Pay Application 10
 - a. **Site Preparation Activities** – The \$809,903.33 under TAG for site work were for clearing, cut/fill, compaction, rough grading, staking.
2. The Alan Group Sub-Contractor: Asphalt Services, Inc. (ASI)
 - a. **Infrastructure Improvements – Underground Stormwater Management System –ASI** performed the paving work on this project. Of the \$930,030, \$100,000 was for curb and gutter. Of the remaining \$830,030 approximately 12% or \$99,603.60 is for paving over the storm water retention area
3. The Alan Group Sub-Contractor: Shades of Green
 - a. **Infrastructure Improvement Activities – Landscaping** – Approximately 40% (or \$45,403.60 of the total \$113,509) of the work listed under Shades of Greens contract was in the Right of Way (ROW)
4. The Alan Group Sub-Contractor: Simone Contracting
 - a. **Infrastructure Improvements** - Line items 8 and 9 from Simone's AIA are for water main installation. Approximately \$10,000 is for the tap. The remaining \$122,000 is therefore related to the water main installation.

If you have any questions related to this request, please do not hesitate to contact our office at (248) 284-1516.

Sincerely,
The Alan Group

Richard Scheck
Senior Project Manager

Canopy / S. Wall



Application For Payment

Detailed, Grouped by Each Number

Canopy Reno - Madison Center
12 Mile & John R
Madison Heights, MI 48071

Project # 1919011
Tel: 734-968-5713 Fax:

The Alan Group

Application Date: 11/30/2019	Contract No: 001	Application No: 004
To Owner: Madison Center Owner, LLC 28454 Woodward Avenue Royal Oak, MI 48067	From Contractor: The Alan Group 1800 Brinston Drive Troy, MI 48083	Via Architect: Rogvov Architects 325 Telegraph Rd Ste #250 Bingham Farms, MI 48025
Contract For:	Period Number: 04	Period To: 11/30/2019

Application For Payment Summary

1. Original Contract Value.....	322,109.00
2. Net Change by Change Orders.....	0.00
3. Contract Value To Date.....	322,109.00
4. Total Completed & Stored To Date.....	98,845.85
5. Completed Work Retainage.....	2,221.06
6. Stored Material Retainage.....	0.00
7. Total Retainage.....	2,221.06
8. Total Earned Less Retainage.....	96,624.79
9. Less Previous Certificates For Payment.....	88,144.07
10. Current Payment Due.....	8,480.72
11. Balance To Finish, Including Retainage.....	225,484.21

Change Order Summary	Additions	Deductions
Total changes in previous months	0.00	0.00
Total approved this month	0.00	0.00
Totals	0.00	0.00
Net Changes by Change Order	0.00	

Contractor Signature:

By:  Date: 11-25-19

Amount Certified: \$ 8,480.72

Architect Signature:

By: _____ Date: _____

Owner Signature:

By: _____ Date: _____

Notary Signature:

By:  Date: 11-25-19

RENAY ANN RYTLEWSKI
Notary Public, State of Michigan
County of Macomb
My Commission Expires Jun. 29, 2023
Acting in the County of Macomb



Application For Payment

Detailed Sheet

Canopy Reno - Madison Center
12 Mile & John R
Madison Heights, MI 48071

Project # 1919011
Tel: 734-968-5713 Fax:

The Alan Group

Contract No: 001
To Company: Madison Center Owner, LLC
From Company: The Alan Group

Application No: 004
Application Date: 11/30/2019
Period To: 11/30/2019
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category ID	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value
001		General Conditions	1,227.00	630.81	0.00	0.00	0.00	630.81	51.41	596.19	63.08
002		Insurance	1,838.00	945.14	0.00	0.00	0.00	945.14	51.42	892.86	94.51
003		Request for \$8,800 related to demolition (C1)						5,000.00	100.00	0.00	500.00
004		Project Labor	12,948.00	8,976.00	0.00	0.00	0.00	6,573.35	50.78	6,371.65	657.34
005		Demolition	8,800.00	4,400.00	0.00	0.00	0.00	4,400.00	50.00	4,400.00	440.00
006		Foundations	24,700.00	15,000.00	0.00	0.00	0.00	15,000.00	60.73	9,700.00	0.00
007		Concrete	35,500.00	8,500.00	0.00	0.00	0.00	8,500.00	23.94	27,000.00	0.00
008		Sand Base	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
009		Spoil Removal	500.00	500.00	0.00	0.00	0.00	500.00	100.00	0.00	50.00
010		Masonry	89,107.00	49,259.25	908.00	0.00	0.00	50,167.25	56.30	38,939.75	0.00
011		Structural Steel	32,957.00	1,968.00	0.00	0.00	0.00	1,968.00	5.97	30,989.00	0.00
012		Rough Carpentry	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	20,345.00	0.00
013		EIFS	22,750.00	0.00	0.00	0.00	0.00	0.00	0.00	22,750.00	0.00
014		Roofing	32,275.00	0.00	0.00	0.00	0.00	0.00	0.00	32,275.00	0.00
015		Painting	1,720.00	0.00	0.00	0.00	0.00	0.00	0.00	1,720.00	0.00
016		Plumbing	4,540.00	0.00	0.00	0.00	0.00	0.00	0.00	4,540.00	0.00
017		HVAC	800.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00

Application For Payment
Detailed Sheet

Contract No: 001
To Company: Madison Center Owner, LLC
From Company: The Alan Group

Application No: 004
Application Date: 11/30/2019
Period To: 11/30/2019
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category ID	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value
018		Electrical	10,734.00	1,000.00	0.00	0.00	0.00	1,000.00	9.32	9,734.00	0.00
019		Fee	13,871.00	4,161.30	0.00	0.00	0.00	4,161.30	30.00	9,709.70	416.13
020		Contingency	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
Totals:			322,109.00	97,937.85	908.00	0.00	0.00	98,845.85	30.69	223,263.15	2,221.06

EXHIBIT "A"
REQUEST FOR ADVANCE - DIRECT COSTS AND SWORN STATEMENT FOR CONTRACTOR OR SUBCONTRACTOR

DATE: 11/30/19
 DRAW NUMBER: Four
 PROJECT: 19-19011
 PROJECT NAME: Canopy Reno - Madison Center
 PERIOD TO: 11/30/2019

(1) THAT: THE ALAN GROUP, INC IS THE CONTRACTOR FOR AN IMPROVEMENT TO THE FOLLOWING DESCRIBED PROPERTY SITUATED IN OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

Canopy Reno - Madison Center
 12 Mile & John R
 Madison Heights, MI 48071

NAME OF SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	CHANGE ORDERS (+) OR (-)	ADJUSTED CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	TOTAL RETENTION WITHHELD	BALANCE TO COMPLETE
				-			-	-
The Alan Group, Inc.	General Conditions	1,227.00		1,227.00	567.73		63.08	596.19
The Alan Group, Inc.	Insurance	1,838.00		1,838.00	850.63		94.51	892.86
The Alan Group, Inc.	Permits & Fees	5,000.00		5,000.00	4,500.00		500.00	-
The Alan Group, Inc.	Project Labor	12,945.00		12,945.00	5,916.01		657.34	6,371.65
The Alan Group, Inc.	Demolition	8,800.00		8,800.00	3,960.00		440.00	4,400.00
Metropolitan Concrete	Foundations	24,700.00		24,700.00	13,500.00	1,500.00		9,700.00
Metropolitan Concrete	Concrete	27,000.00	8,500.00	35,500.00	7,650.00	850.00		27,000.00
The Alan Group, Inc.	Sand Base	1,000.00		1,000.00				1,000.00
The Alan Group, Inc.	Spoil Removal	500.00		500.00	450.00		50.00	-
J & J Construction Company	Masonry	89,107.00		89,107.00	44,333.33	5,833.92		38,939.75
Structural Precast Services	Structural Steel	15,000.00		15,000.00				15,000.00
Utica Steel	Structural Steel	17,957.00		17,957.00	1,771.20	196.80		15,989.00
The Alan Group, Inc.	Rough Carpentry	20,345.00		20,345.00				20,345.00
Superior Designs	EIFS	22,750.00		22,750.00				22,750.00
Stanleys Roofing	Roofing	32,275.00		32,275.00				32,275.00
The Alan Group, Inc.	Painting	1,720.00		1,720.00				1,720.00
TBD	Plumbing	4,540.00		4,540.00				4,540.00
The Alan Group, Inc.	HVAC	800.00		800.00				800.00
RCI Electrical Contracting	Electrical	10,734.00		10,734.00	900.00	100.00		9,734.00
The Alan Group, Inc.	Fee	13,871.00		13,871.00	3,745.17		416.13	9,709.70
The Alan Group, Inc.	Contingency	10,000.00	(8,500.00)	1,500.00				1,500.00
				-				-
								-
TOTAL DIRECT COSTS		322,109.00	-	322,109.00	88,144.07	8,480.72	2,221.06	223,263.15

THAT THE CONTRACTOR HAS NOT PROCURED MATERIAL FROM, OR SUBCONTRACTED WITH, ANY PERSON OTHER THAN THOSE SET FORTH ABOVE AND OWES NO MONEY FOR THE IMPROVEMENT OTHER THAN AS SET FORTH ABOVE

DEPONENT FURTHER SAYS THAT HE OR SHE MAKES THE FOREGOING STATEMENT AS THE (CONTRACTOR)(SUBCONTRACTOR) OR AS PROJECT MANAGER OF THE (CONTRACTOR)(SUBCONTRACTOR) FOR THE PURPOSE OF REPRESENTING TO THE OWNER OR LESSEE OF THE ABOVE DESCRIBED PREMISES AND HIS OR HER AGENTS THAT THE ABOVE DESCRIBED PROPERTY IS FREE FROM CLAIMS OF CONSTRUCTION LIENS, OR THE POSSIBILITY OF CONSTRUCTION LIENS, EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND EXCEPT FOR CLAIMS OF CONSTRUCTION LIENS BY LABORERS WHICH MAY BE PROVIDED PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED BEING SECTION 570,1109 OF THE MICHIGAN COMPILED LAWS.

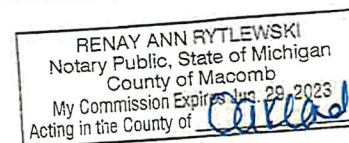
WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTIONS 570,1110 OF THE MICHIGAN COMPILED LAWS

DATE 11-25-19 DEPONENT: Brad Chojnacki, President

SUBSCRIBED AND SWORN BEFORE ME THIS 25 DAY OF November, 2019

MY COMMISSION EXPIRES: 02-29-23

Renay Ann Rytlewski
 NOTARY PUBLIC



Macomb
 COUNTY, MICHIGAN

PARTIAL CONDITIONAL WAIVER

My/our contract with Madison Center Owner, LLC. to provide General Contracting Services for the improvement of the property described as Canopy Reno – Madison Heights and by signing this waiver waive my/our construction lien to the amount of \$ 8,480.72, for labor/materials provided through 11-30-2019.

This waiver, together with all previous waivers, if any (circle one) does/does not cover all amount due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of the amount above.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

The Alan Group, Inc.

By: _____

Brad Chojnacki, President _____
Printed Name of Signer

Address: 1800 Brinston Drive
Troy, MI 48083

Signed on 11/25, 2019

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc. , a Michigan corporation, to provide Concrete for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

METROPOLITAN CONCRETE

By Beth Klompsma
Title Accounting Manager

Address:
6581 METROPOLITAN PARKWAY
STERLING HEIGHTS, MI 48312

Signed on 1-11-2021, 2020.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

My/our contract with Madison Center Owner, LLC. _____ to provide
(other contracting party)

General Contracting Services for improvement of the property described as: Canopy Renovation

Having been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic. This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

THE ALAN GROUP, INC.

(company name)

(signature of lien claimant)

Address: 1800 BRINSTON _____

TROY, MI 48083 _____

Telephone: _____

Signed on: _____
(date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc. , a Michigan corporation, to provide Structural Steel Install for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

STRUCTURAL PRECAST SERVICES

By

Paul G. Kelly

Title

Controller

Address:

7111 DIXIE HIGHWAY

SUITE 141

CLARKSTON, MI 48346

Signed on Dec 23 2020

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

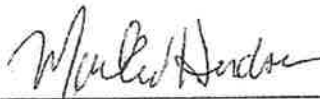
12-21-2020

My / Our contract with The Alan Group, Inc. ,a Michigan corporation, to provide for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not recived this waiver directly from me/one of us, the owner, lesse, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

HUDSON INTERIORS, INC.

By 

Title President

Address:
6203 SHADOW CREEK LANE
GRAND BLANC, MI 48439

Signed on 12-22 2020

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc. , a Michigan corporation, to provide Carpentry/Drywall for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not recived this waiver directly from me/one of us, the owner, lesse, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

EJ KANERIS, INC.

By Ernest Kaneris

Title President

Address:
12898 FARMINGTON ROAD
LIVONIA, MI 48150

Signed on 12/22/20, 2020

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc. ,a Michigan corporation, to provide Masonry for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not recived this waiver directly from me/one of us, the owner, lesse, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

J & J CONSTRUCTION COMPANY

By Jonathan Snyder
Title President

Address:
7135 DAN MCGUIRE DRIVE
BRIGHTON, MI 48116

Signed on 12-22-20, 2020

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc. ,a Michigan corporation, to provide Sealants for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

DC BYERS COMPANY

By ROBYN ZINYK Digitally signed by ROBYN ZINYK
DN: cn=ROBYN ZINYK, o=DC BYERS COMPANY, cn=ROBYN ZINYK
Date: 2020.12.22 10:20:22-05'00'

Title ACCOUNTING

Address:
5715 RIVARD STREET
DETROIT, MI 48211

Signed on 12/22, 2020

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc. ,a Michigan corporation, to provide Structural Steel for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

UTICA STEEL, INC.

By 

Title

Raymond S Maeh
President

Address:

48000 STRUCTURAL DRIVE
CHESTERFIELD, MI 48051

Signed on 12/22. 2020

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc. ,a Michigan corporation, to provide Electrical for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not recived this waiver directly from me/one of us, the owner, lesse, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

RCI ELECTRICAL CONTRACTING

By 

Title President / CEO

Address:
2195 IMLAY CITY ROAD
LAPEER, MI 48446

Signed on December 22, 2020

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc. ,a Michigan corporation, to provide EIFS for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not recived this waiver directly from me/one of us, the owner, lesse, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

SUPERIOR DESIGNS, INC.

By 

Title Corporate Treasurer

Address:

807 W. PREDMORE ROAD
OAKLAND TOWNSHIP, MI 48363

Signed on December 22, 2020

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The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

FULL UNCONDITIONAL WAIVER

12-21-2020

My / Our contract with The Alan Group, Inc., a Michigan corporation, to provide for the improvement of the property described as CANOPY RENOVATION-MADISON CTR., having been fully paid and satisfied, all my / our construction lien rights for the labor/materials against such property on behalf of contractor/subcontractor/supplier are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

This waiver further certifies that no other party has any claim to a lien on account of any work performed or material furnished to the undersigned for said project. This waiver also certifies that there are no further outstanding change orders.

ROLLS MECHANICAL

By

Title

Paul J. Rols
Vice President

Address:

1490 TORRY ROAD
FENTON, MI 48430

Signed on

December 22 2020

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The Alan Group, Inc. expressly disclaims any liability for changes made to this form by legislative enactments or judicial decisions.

Application For Payment

Detailed, Grouped by Each Number

McDonald's MH Fencing & Sanitary
12 Mile & John R
Madison Heights

Project # 1919037
Tel: 248-505-0206 Fax:

The Alan Group

Application Date:	1/31/2020	Contract No:	001	Application No:	003
To Owner:	Madison Center Owner, LLC 28454 Woodward Avenue Royal Oak, MI 48067	From Contractor:	The Alan Group 1800 Brinston Drive Troy, MI 48083	Via Architect:	Stonefield Engineering 28454 Woodward Avenue Royal Oak, MI 48067
Contract For:		Period Number:	03	Period To:	1/31/2020

Application For Payment Summary

1. Original Contract Value.....	135,300.00
2. Net Change by Change Orders.....	-12,245.00
3. Contract Value To Date.....	123,055.00
4. Total Completed & Stored To Date.....	123,055.00
5. Completed Work Retainage.....	0.00
6. Stored Material Retainage.....	0.00
7. Total Retainage.....	0.00
8. Total Earned Less Retainage.....	123,055.00
9. Less Previous Certificates For Payment.....	69,651.00
10. Current Payment Due.....	53,404.00
11. Balance To Finish, Including Retainage.....	0.00

Change Order Summary	Additions	Deductions
Total changes in previous months	0.00	0.00
Total approved this month	0.00	12,245.00
Totals	0.00	12,245.00
Net Changes by Change Order	-12,245.00	

Contractor Signature:

By:  Date: 1-21-2020

Amount Certified:

Architect Signature:

By: _____ Date: _____

Owner Signature:

By: _____ Date: _____

Notary Signature:

By:  Date: 1-21-2020

RENAY ANN RYTLEWSKI
 Notary Public, State of Michigan
 County of Macomb
 My Commission Expires Jun. 29, 2023
 Acting in the County of Oakland



Application For Payment

Detailed Sheet

McDonald's MH Fencing & Sanitary
12 Mile & John R
Madison Heights

Project # 1919037
Tel: 248-505-0206 Fax:

The Alan Group

Contract No: 001
To Company: Madison Center Owner, LLC
From Company: The Alan Group

Application No: 003
Application Date: 1/31/2020
Period To: 1/31/2020
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category ID	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value
001		General Conditions	1,980.00	990.00	990.00	0.00	0.00	1,980.00	100.00	0.00	0.00
002		Insurance	772.00	386.00	386.00	0.00	0.00	772.00	100.00	0.00	0.00
003		Permit Allowance	550.00	0.00	550.00	0.00	0.00	550.00	100.00	0.00	0.00
004		Survey & Layout	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00	100.00	0.00	0.00
005		Request for \$35,750 related to demolition (C1)								0.00	0.00
006		Sitework	47,347.00	47,347.00	0.00	0.00	0.00	47,347.00	100.00	0.00	0.00
007		Demolition	35,750.00	0.00	35,750.00	0.00	0.00	35,750.00	100.00	0.00	0.00
008		Fencing & Gates	12,700.00	12,700.00	0.00	0.00	0.00	12,700.00	100.00	0.00	0.00
009		Fee	5,826.00	2,913.00	2,913.00	0.00	0.00	5,826.00	100.00	0.00	0.00
010		Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals:			123,055.00	69,651.00	53,404.00	0.00	0.00	123,055.00	100.00	0.00	0.00

EXHIBIT "A"
REQUEST FOR ADVANCE - DIRECT COSTS AND SWORN STATEMENT FOR CONTRACTOR OR SUBCONTRACTOR

DATE: 01/31/20
DRAW NUMBER: 3
PROJECT: 19-19037
PROJECT NAME: McDonalds MH Fencing & Sanitary
PERIOD TO: 01/31/20

(1) THAT: THE ALAN GROUP, INC IS THE CONTRACTOR FOR AN IMPROVEMENT TO THE FOLLOWING DESCRIBED PROPERTY SITUATED IN OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
McDonalds MH Fencing & Sanitary
12 Mile & John R
Madison Heights, MI 48071

NAME OF SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	CHANGE ORDERS (+) OR (-)	ADJUSTED CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE
				-			-
The Alan Group, Inc.	General Conditions	1,980.00		1,980.00	990.00	990.00	-
The Alan Group, Inc.	Insurance	772.00		772.00	386.00	386.00	-
The Alan Group, Inc.	Permit Allowance	7,000.00	(6,450.00)	550.00		550.00	-
The Alan Group, Inc.	Survey & Layout	7,500.00		7,500.00		7,500.00	-
The Alan Group, Inc.	Project Labor	10,630.00		10,630.00	5,315.00	5,315.00	-
							-
The Alan Group, Inc.	Sitework	47,347.00		47,347.00	47,347.00		-
The Alan Group, Inc.	Demolition	35,750.00		35,750.00		35,750.00	-
Contractors Fence & Gates	Fencing & Gates	12,700.00		12,700.00	12,700.00		-
The Alan Group, Inc.	Fee	5,826.00		5,826.00	2,913.00	2,913.00	-
The Alan Group, Inc.	Contingency	5,795.00	(5,795.00)	-			-
				-			-
							-
TOTAL DIRECT COSTS		135,300.00	(12,245.00)	123,055.00	69,651.00	53,404.00	-
							-

THAT THE CONTRACTOR HAS NOT PROCURED MATERIAL FROM, OR SUBCONTRACTED WITH, ANY PERSON OTHER THAN THOSE SET FORTH ABOVE AND OWES NO MONEY FOR THE IMPROVEMENT OTHER THAN AS SET FORTH ABOVE

DEPONENT FURTHER SAYS THAT HE OR SHE MAKES THE FOREGOING STATEMENT AS THE (CONTRACTOR)(SUBCONTRACTOR) OR AS PROJECT MANAGER OF THE (CONTRACTOR)(SUBCONTRACTOR) FOR THE PURPOSE OF REPRESENTING TO THE OWNER OR LESSEE OF THE ABOVE DESCRIBED PREMISES AND HIS OR HER AGENTS THAT THE ABOVE DESCRIBED PROPERTY IS FREE FROM CLAIMS OF CONSTRUCTION LIENS, OR THE POSSIBILITY OF CONSTRUCTION LIENS, EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND EXCEPT FOR CLAIMS OF CONSTRUCTION LIENS BY LABORERS WHICH MAY BE PROVIDED PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED BEING SECTION 570,1109 OF THE MICHIGAN COMPILED LAWS.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980,AS AMENDED, BEING SECTIONS 570.1110 OF THE MICHIGAN COMPILED LAWS

DATE 1-21-2020 DEPONENT: Brad Chojnacki, President

SUBSCRIBED AND SWORN BEFORE ME THIS 21 DAY OF January, 2020

MY COMMISSION EXPIRES: 6-29-23 Notary Public

Macomb COUNTY, MICHIGAN

RENAY ANN RYTLEWSKI
Notary Public, State of Michigan
County of Macomb
My Commission Expires Jun. 29, 2023
Acting in the County of Macomb

FULL CONDITIONAL WAIVER

My/our contract with Madison Center Owner, LLC. _____ to
(other contracting party)

provide __General Contracting Services_____ for improvement of the property described
as: _McDonald's MH Fencing & Sanitary_____

Has been full paid and satisfied. By signing this waiver, all my/our construction lien rights against the
described property are waived and released.

This waiver is conditioned on actual payment of \$ 53,404.00_____.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of
furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee
has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it
without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

The Alan Group, Inc. _____
(company name)

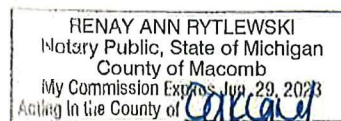
(signature of lien claimant)

Address: 1800 Brinston_____

Troy, MI 48083_____

Telephone: _248-284-1502_____

Signed on: 1.21.2020
(date)



DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



Prime Contract Change Order

Detailed, Grouped by Each Number

McDonald's MH Fencing & Sanitary
12 Mile & John R
Madison Heights

Project # 1919037
Tel: 248-505-0206 Fax:

The Alan Group

Date: 1/21/2020

To Contractor:

The Alan Group
1800 Brinston Drive
Troy, MI 48083

Architect's Project No:

Contract Date: 10/23/2019

Contract Number: 001

Change Order Number: 001

The Contract is hereby revised by the following items:

Permits & Contingency Credits

PCO	Description	Amount
001	Permits & Fees Credit	-6,450.00
002	Contingency Credit	-5,795.00

Deductive Change Order to cover all costs associated with the following items:

- Credit for unused portion of Permits & Fees
- Credit for Contingency not used

The original Contract Value was.....	135,300.00
Sum of changes by prior Prime Contract Change Orders.....	0.00
The Contract Value prior to this Prime Contract Change Order was.....	135,300.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	-12,245.00
The new Contract Value including this Prime Contract Change Order will be.....	123,055.00
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	4/1/2020

Stonefield Engineering

ARCHITECT

28454 Woodward Avenue
Royal Oak, MI 48067

Address

BY Mitchell Harvey

SIGNATURE

DATE

The Alan Group

CONTRACTOR

1800 Brinston Drive
Troy, MI 48083

Address

BY Brad Chojnacki

SIGNATURE

DATE

Madison Center Owner, LLC

OWNER

28454 Woodward Avenue
Royal Oak, MI 48067

Address

BY Niko Moschouris

SIGNATURE

DATE

Detailed prime contract change orders grouped by each prime contract change order number.

B1'3



Application For Payment

Detailed, Grouped by Each Number

Madison Center - Madison Heights
29101 John R Road
Madison Heights, MI 48071

Project # 1818067
Tel: 810-650-3800 Fax:

The Alan Group

Application Date:	10/31/2019	Contract No:	001	Application No:	010
To Owner:	Madison Center Owner, LLC 28545 Woodward Avenue Royal Oak, MI 48067	From Contractor:	The Alan Group 1800 Brinston Drive Troy, MI 48083	Via Architect:	Stonefield Engineering 28454 Woodward Avenue Royal Oak, MI 48067
Contract For:		Period Number:	10	Period To:	10/31/2019

Application For Payment Summary

1. Original Contract Value.....	4,517,285.00
2. Net Change by Change Orders.....	49,103.41
3. Contract Value To Date.....	4,566,388.41
4. Total Completed & Stored To Date.....	4,566,388.41
5. Completed Work Retainage.....	0.00
6. Stored Material Retainage.....	0.00
7. Total Retainage.....	0.00
8. Total Earned Less Retainage.....	4,566,388.41
9. Less Previous Certificates For Payment.....	4,226,612.16
10. Current Payment Due.....	339,776.25
11. Balance To Finish, Including Retainage.....	0.00

Change Order Summary	Additions	Deductions
Total changes in previous months	0.00	0.00
Total approved this month	74,377.10	47,347.00
Totals	74,377.10	47,347.00
Net Changes by Change Order	49,103.41	

Contractor Signature:

By:  Date: 11-22-19

Amount Certified:

\$ 339,776.25


Architect Signature:

By: _____ Date: _____

Owner Signature:

By: _____ Date: _____

Notary Signature:

By:  Date: 11-22-19

RENAY ANN RYTLEWSKI
Notary Public, State of Michigan
County of Macomb
My Commission Expires July 20, 2023
in the County of Coke



Application For Payment

Detailed Sheet

Madison Center - Madison Heights

29101 John R Road
Madison Heights, MI 48071

Project # 1818067

Tel: 810-650-3800 Fax:

The Alan Group

Contract No: 001
To Company: Madison Center Owner, LLC
From Company: The Alan Group

Application No: 010
Application Date: 10/31/2019
Period To: 10/31/2019
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category ID	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value
10 - Request for \$809,903.33 related to site preparations activities including clearing, cut/fill, compaction, rough grading and staking (E7)											
11 - See detailed request under Simone Contracting Pay Application 5 (D1 and D2)											
12 - Request for \$237,800 related to demolition activities (C1)											
13 - See detailed request under Asphalt Paving Inc (API) Pay Application (D1 and D3)											
15 - See detailed request under Shades of Green Pay Application (D4)											
009	Fence & Gates		20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00	0.00	0.00
010	Sitework		809,903.33	809,903.33	0.00	0.00	0.00	809,903.33	100.00	0.00	0.00
011	Site Utilities		1,340,588.78	1,333,296.78	7,292.00	0.00	0.00	1,340,588.78	100.00	0.00	0.00
012	Demolition		237,800.00	237,800.00	0.00	0.00	0.00	237,800.00	100.00	0.00	0.00
013	Asphalt Paving		930,030.00	888,540.00	41,490.00	0.00	0.00	930,030.00	100.00	0.00	0.00
014	Irrigation Systems		30,300.00	30,300.00	0.00	0.00	0.00	30,300.00	100.00	0.00	0.00
015	Landscaping		83,059.00	65,799.00	17,260.00	0.00	0.00	83,059.00	100.00	0.00	0.00
016	Exterior Furnishings		853.00	853.00	0.00	0.00	0.00	853.00	100.00	0.00	0.00
018	Remediation		170,000.00	170,000.00	0.00	0.00	0.00	170,000.00	100.00	0.00	0.00

Application For Payment
Detailed Sheet

Contract No: 001
To Company: Madison Center Owner, LLC
From Company: The Alan Group

Application No: 010
Application Date: 10/31/2019
Period To: 10/31/2019
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category ID	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value
019		Concrete	210,160.00	210,160.00	0.00	0.00	0.00	210,160.00	100.00	0.00	0.00
020		Bollards	17,325.00	17,325.00	0.00	0.00	0.00	17,325.00	100.00	0.00	0.00
024		HVAC	5,239.31	5,239.31	0.00	0.00	0.00	5,239.31	100.00	0.00	0.00
021		Electrical	236,210.69	166,906.01	69,304.68	0.00	0.00	236,210.69	100.00	0.00	0.00
022		Fee	199,462.58	195,212.35	4,250.23	0.00	0.00	199,462.58	100.00	0.00	0.00
023		Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals:			4,566,388.41	4,423,431.50	142,956.91	0.00	0.00	4,566,388.41	100.00	0.00	0.00

DATE: 10/31/19
DRAW NUMBER: 10
PROJECT: 18-18067
PROJECT NAME: Madison Center
PERIOD TO: 10/31/19

NAME OF SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	CHANGE ORDERS (+) OR (-)	ADJUSTED CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	TOTAL RETENTION WITHHELD	BALANCE TO COMPLETE
See sub-contractor pay applications/invoices for more detail:								
Curbco - Sitework								
Simone Contracting - Site Utilities								
Asphalt Specialist Inc (ASI) - Paving								
Shades of Green - Landscaping								
The Alan Group, Inc.	Sitework	820,105.65	(15,327.67)	804,867.98	804,867.98			-
Curbco	Sitework	5,035.35		5,035.35	5,035.35			-
Simone Contracting	Site Utilities	1,282,000.00	58,588.78	1,340,588.78	1,266,631.94	73,956.84		-
Asphalt Specialist, Inc.	Asphalt Paving	896,930.00	33,100.00	930,030.00	799,686.00	130,344.00		-
Shades of Green	Irrigation	30,300.00		30,300.00	27,270.00	3,030.00		-
Shades of Green	Landscaping	73,899.00	9,160.00	83,059.00	59,219.10	23,839.90		-
The Alan Group, Inc.	Exterior Furnishings	3,000.00	(2,147.00)	853.00	853.00			-
BDS Environmental	Remediation	170,000.00		170,000.00	170,000.00			-
Metropolitan Concrete	Concrete	159,775.00	50,385.00	210,160.00	195,160.00	15,000.00		-
The Alan Group, Inc.	Bollards	17,325.00		17,325.00	17,325.00			-
IJ Rolls Refrigeration	HVAC	5,239.31		5,239.31	5,239.31			-
RCJ Electrical Contracting	Electrical	234,760.69	1,450.00	236,210.69	150,215.41	85,995.28		-
The Alan Group, Inc.	Fee	194,423.00	5,039.58	199,462.58	195,212.35	4,250.23		-
The Alan Group, Inc.	Contingency	50,000.00	(50,000.00)	-				-
				-				-
								-
								-
TOTAL DIRECT COSTS		4,517,285.00	49,103.41	4,566,388.41	4,226,612.16	339,776.25	-	-

RENAY ANN RYTLEWSKI
Notary Public, State of Michigan
County of Macomb
My Commission Expires Jun. 29, 2021
Acting in the County of Oakland

Macomb
COUNTY, MICHIGAN

FULL CONDITIONAL WAIVER

My/our contract with Madison Center Owner, LLC. _____ to
(other contracting party)

provide ___ General Contracting Services _____ for improvement of the property described
as: _Madison Center_____

Has been full paid and satisfied. By signing this waiver, all my/our construction lien rights against the
described property are waived and released.

This waiver is conditioned on actual payment of \$ 339,776.25 _____.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of
furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee
has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it
without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

The Alan Group, Inc. _____
(company name)

(signature of lien claimant)

Address: 1800 Brinston _____
Troy, MI 48083 _____
Telephone: _248-284-1502_____

Signed on: 11-7-19
(date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Building Decommission Services, LLC
(BDS)
Subcontractor for The Alan Group
Eligible Invoices



AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Attn: Richard Scheck The Alan Group, Inc. 1800 Brinston Drive Troy, Michigan 48063	PROJECT: MCO Madison Place 29101 John R Madison Heights, MI 48071	APPLICATION NO: 2 Final PERIOD TO: 01/31/2019 CONTRACT FOR: Asbestos Abatement Services CONTRACT DATE: 12/06/2018 PROJECT NOS: / / 1818067	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Building Decommission Services, LLC 13845 East Nine Mile Road Warren, MI 48089	VIA ARCHITECT: Sedgewick & Ferweda Architects 410 East Court Street Flint, MI 48503		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 133,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 12,500.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 145,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 145,500.00
5. RETAINAGE:	
a. 10.00 % of Completed Work (Columns D + E on G703)	\$ 14,550.00
b. 0.00 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 14,550.00
6. TOTAL EARNED LESS RETAINAGE	\$ 130,950.00 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 107,887.50 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE	\$ 23,062.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 14,550.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 12,500.00	\$ 0.00
TOTAL	\$ 12,500.00	\$ 0.00
NET CHANGES by Change Order	\$ 12,500.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Kenneth L. Jones
By: Kenneth L. Jones Date: 1/5/2019
State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____
By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA® Document G703™ – 1992

Continuation Sheet

Page 2 of 2

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Provider (CM-PROV), containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 01/05/2019
APPLICATION DATE: 01/31/2019
PERIOD TO: 1818067
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Asbestos Abatement Services	\$115,500.00	\$115,500.00	\$0.00	\$0.00	\$115,500.00	100%	\$0.00	
2	Universal Wastes Removal	\$17,500.00	\$4,375.00	\$13,125.00	\$0.00	\$17,500.00	100%	\$0.00	
3	Removal of additional asbests mastic	\$12,500.00	\$0.00	\$12,500.00	\$0.00	\$12,500.00	100%	\$0.00	
Request for \$145,500 related to asbestos and hazardous material abatement and removal (C1)									
GRAND TOTAL		\$145,500.00	\$119,875.00	\$25,625.00	\$0.00	\$145,500.00	100%	\$0.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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10/21/04/CM

Curbco
Subcontractor for The Alan Group
Eligible Invoices



curbco////p.o. box 70
swartz creek, mi. 48473

810.232.2121

Invoice

DATE	INVOICE #
4/22/2019	51188

BILL TOThe Alan Group, Inc.
1800 Brinston
Troy, MI 48083Request for \$941.35
related to Site
Erosion/Site Control
(F3)

P.O. NO.		TERMS		REP		LOCATION		JOB NUMBER			
						Madison Ctr.		519156			
DESCRIPTION				QTY		U/M		RATE		AMOUNT	
Site Address: Madison Center 29101 John R. Rd. Madison Heights, MI Furnish material, labor & equipment to trench & install 240 Ln ft. of silt fence.								941.35		941.35	
APPROVAL <u>PR</u>								Part of 7			
JC3 # <u>18067</u>								Contract			
CONTRACT # <u>Sub</u>								<u>add</u>			
Curbco appreciates your business! Any problems, please call!						Total		\$941.35			

Service charge will be added at the rate of 1.5% per month or 18% annually on any
amounts over 30 days old.

curbco////////p.o. box 70
swartz creek, mi. 48473

810.232.2121

Invoice

DATE	INVOICE #
4/9/2019	51319

BILL TOThe Alan Group, Inc.
1800 Brinston
Troy, MI 48083Request for
\$4,094.00 related to
Site Erosion/Site
Control (F3)

P.O. NO.	TERMS	REP	LOCATION	JOB NUMBER
			Madison Ctr.	519081

DESCRIPTION	QTY	U/M	RATE	AMOUNT
Site Address: Madison Center 29101 John R. Rd. Madison Heights, MI Furnish material, labor & equipment to install erosion control per supplied print. Hand trenched & installed 100 lin ft of silt fence.			4,094.00	4,094.00
Curbco appreciates your business! Any problems, please call!			Total	\$4,094.00

JUN 14 2019

Service charge will be added at the rate of 1.5% per month or 18% annually on any
amounts over 30 days old.

Shades of Green
Subcontractor for The Alan Group
Eligible Invoices



APPLICATION AND CERTIFICATE FOR PAYMENT

TO (CONTRACTOR): The Alan Group 1800 Brinston Dr Troy, MI 48063	PROJECT: Madison Center 29101 John R Rd Madison Heights, MI 48071	APPLICATION NO: ONE	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM (SUBCONTRACTOR): Shades of Green 496 E Avon Rd Rochester Hills, MI 48307	VIA (ARCHITECT):	PERIOD TO: 09/25/2019	PROJECT NO: 1818067
		CONTRACT DATE: May 13, 2019	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 96,099.00
2. Net Change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1±2)	\$ 96,099.00
4. TOTAL COMPLETED & STORED TO DATE (Column I On Continuation Sheet)	\$ 113,509.00
5. RETAINAGE	
a. 10% of Completed Work (Column F + E on Continuation Sheet)	\$ 11,350.90
b. of Stored Material (Column H On Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column K of Continuation Sheet)	\$ 11,350.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 102,158.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ -
8. CURRENT PAYMENT DUE	\$ 102,158.10
9. BALANCE TO FINISH, PLUS RETAINAGE (line 3 less Line 6)	\$ (6,059.10)

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTALS			-
Approved this Month			
Number	Date Approved		
TOTALS		-	-
Net Change			-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Rick Lee Date: 09/25/149

State of: County of: Day of: Notary Public: My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and The Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

JOB # _____

APPLICATION NUMBER: ONE
APPLICATION DATE: 09/25/149
PERIOD TO:
PROJECT NO:

Simone Contracting
Subcontractor for The Alan Group
Eligible Invoices



AIA Type Document
Application and Certification for Payment

PAGE 1 OF 2

TO (OWNER):	The Alan Group, Inc. 1800 Brinston Drive Troy, MI 48083	PROJECT: 190300	Madison Center - Madison Heights 29101 John R Road Madison Heights, MI 48071	APPLICATION NO. 5 DATE: 10/25/2019
ATTENTION:	Richard Scheck			PERIOD TO: 10/31/2019
FROM (CONTRACTOR):	SIMONE CONTRACTING CORPORATION 6816 19-1/2 MILE ROAD STERLING HEIGHTS, MI 48314	VIA (ARCHITECT):	Stonefield Engineering	CONTRACT DATE: 5/1/2019
		ARCHITECT'S PROJECT NO:	M-17185	INVOICE NO:
		JOB #	190300	Subcontract # 005
CONTRACT FOR:	Site Utilities			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.


Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	1,282,000.00
2. Net Change by Change Orders	\$	51,297.11
3. CONTRACT SUM TO DATE (line 1 + 2)	\$	1,333,297.11
4. TOTAL COMPLETED AND STORED TO DATE	\$	1,333,297.11
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 1.00% of Completed Work	\$13,332.97	
b. 0.00% of Stored Material	0.00	
Total retainage (line 5a + 5b)	\$	13,332.97
6. TOTAL EARNED LESS RETAINAGE	\$	1,319,964.14
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,266,632.25
(Line 6 from Prior Certificate)		
8. CURRENT PAYMENT DUE	\$	53,331.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	13,332.97
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	51,297.11	0.00
Total approved this Month	0.00	0.00
TOTALS	51,297.11	0.00
NET CHANGES by Change Order	51,297.11	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: SIMONE CONTRACTING CORPORATION

BY:  DATE: October 25, 2019
Salvatore Simone / President
State of Michigan, County of Macomb

Subscribed and Sworn to before me this ____ day of 2019

Notary Public: 

My Commission Expires: May 24, 2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

BY: _____ DATE: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment - CONTINUATION SHEET - PAGE 2

CONTRACTOR:
Simone Contracting Corp.

PROJECT: Madison Center - Madison Heights
29101 John R Road
Madison Heights, MI 48071

Application No. 5
Period To: 10/31/2019
Architect: Stonefield Engineering
Job No. 190300
Contract No. 005

CONTRACT FOR:
Site Utilities

INVOICE NO. 0

A	B	C	D	E	F	G		H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION (D+E)	WORK THIS PERIOD	STORED MATERIALS (Not in D or E)	TOTAL COMPLETED (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE	
1	Mobilization and Engineering	21,000.00	21,000.00	0.00		21,000.00	100%	0.00	210.00	
2	Storm sewer (Labor and equipment)	147,000.00	147,000.00	0.00		147,000.00	100%	0.00	1,470.00	
3	Request for \$690,000 related to the urban underground stormwater retention system (D1)									
4	Underground detention (Labor and equipment)	145,000.00	145,000.00	0.00		145,000.00	100%	0.00	1,450.00	
5	Underground detention (Materials and subcontractors)	545,000.00	545,000.00	0.00		545,000.00	100%	0.00	5,450.00	
6	Sanitary sewer (Labor and equipment)	37,000.00	37,000.00	0.00		37,000.00	100%	0.00	370.00	
7	Request for \$122,000 of the total \$132,000, related to water main installation (D2)									
8	Watermain (Labor and equipment)	68,000.00	68,000.00	0.00		68,000.00	100%	0.00	680.00	
9	Watermain (Materials and subcontractors)	64,000.00	64,000.00	0.00		64,000.00	100%	0.00	640.00	
10	Change Order 1	7,236.00	7,236.00	0.00		7,236.00	100%	0.00	72.36	
11	Change Order 2	12,100.00	12,100.00	0.00		12,100.00	100%	0.00	121.00	
12	Change Order 5	2,302.79	2,302.79	0.00		2,302.79	100%	0.00	23.03	
13	Final Change Orders	29,658.32	29,658.32	0.00		29,658.32	100%	0.00	296.58	
APPLICATION TOTALS		\$1,333,297.11	\$1,333,297.11	\$0.00	\$0.00	\$1,333,297.11	100%	\$0.00	\$13,332.97	

Accounts Payable Check Register by Job

The Alan Group, Inc.

11-16-2021 Page 1
System Date: 11-16-2021

Only job related checks are printed.

<u>Job</u>	<u>Bank Account</u>	<u>Check</u>	<u>Check Date</u>	<u>Amount Paid</u>	<u>CM Status</u>	<u>Payee</u>
18-18016	ROYAL OAK SURGERY CENTER					
	TAGCHECK	697	03-20-2020	32,870.00	Reconciled	SIMONE CONTRACTING CORPORATION
		33890	04-22-2021	.00	Reconciled	SIMONE CONTRACTING CORPORATION
		33891	04-22-2021	1,470.00	Reconciled	SIMONE CONTRACTING CORPORATION
	Bank Account Total			31,400.00*		
	Job Total			31,400.00*		
18-18067	MADISON CENTER - 12 & JOHN R					
	GENCOMER	32216	07-19-2019	.00	Reconciled	SIMONE CONTRACTING CORPORATION
		32217	07-19-2019	23,881.80	Reconciled	SIMONE CONTRACTING CORPORATION
		32218	07-19-2019	17,210.90	Reconciled	SIMONE CONTRACTING CORPORATION
		32220	07-19-2019	177,998.82	Reconciled	SIMONE CONTRACTING CORPORATION
		32221	07-19-2019	49,495.48	Reconciled	SIMONE CONTRACTING CORPORATION
		32404	09-05-2019	330,781.37	Reconciled	SIMONE CONTRACTING CORPORATION
		32405	09-05-2019	9,003.73	Reconciled	SIMONE CONTRACTING CORPORATION
		32406	09-05-2019	22,776.22	Reconciled	SIMONE CONTRACTING CORPORATION
		32407	09-05-2019	161,897.26	Reconciled	SIMONE CONTRACTING CORPORATION
		32454	09-06-2019	378,156.82	Reconciled	SIMONE CONTRACTING CORPORATION
		32615	10-17-2019	95,429.54	Reconciled	SIMONE CONTRACTING CORPORATION
	Bank Account Total			1,266,631.94*		
	TAGCHECK	308	01-15-2020	73,956.84	Reconciled	SIMONE CONTRACTING CORPORATION
	Job Total			1,340,588.78*		
19-19037	MCDONALDS SITE					
	TAGCHECK	427200	04-27-2020	32,500.00	Reconciled	SIMONE CONTRACTING CORPORATION
20-29999	CLOSED JOBS 2020					
	TAGCHECK	33891	04-22-2021	1,470.00	Reconciled	SIMONE CONTRACTING CORPORATION
	Report Total			1,405,958.78*		

Attachment D



**Madison Center
Organizational Chart**

